



AGENDA

FOR THE

REGULAR BOARD OF ALDERMEN MEETING

OF

MONDAY, NOVEMBER 16, 2015

AT THE

MANCHESTER POLICE FACILITY
200 HIGHLANDS BOULEVARD DRIVE



REGULAR MEETING OF THE BOARD OF ALDERMEN

NEXT BILL: 15-2244
NEXT ORD: 15-2127
NEXT RES: 15-0540

DATE: MONDAY, NOVEMBER 16, 2015 – 7:00 p.m.

MEETING TO BE HELD AT THE POLICE FACILITY
200 HIGHLANDS BOULEVARD DRIVE

AGENDA

PAGE NO.

1. Call to Order:
 - a. Pledge of Allegiance to the Flag
 - b. Invocation
2. Roll Call and Statement of Quorum
3. Approval of the Minutes:
 - a. Minutes of the Regular Board of Aldermen meeting of November 2, 2015 1 - 6
4. Establishment of Order of Items on the Agenda
5. Consideration of Petitions and Comments from the Public
 - a. Presentation from Mike Busch – MO APWA Chapter
 - b. Announcement of Outstanding Financial Accounting Award
 - c. Presentation of Proposed 2016 Budget
 - d. Comments from the Public

6.	Reports from the Mayor	
a.	Mayoral Report	
7.	Reports from the City Administrator	
a.	List of Paid Bills (Warrant dates of November 1 – November 14, 2015)	7 - 29
8.	Reports from Committees	
a.	Planning and Zoning Commission	
b.	Manchester Arts	
9.	Action on Old Bills	
a.	Bill # 15-2240 - An Ordinance amending the Code of Ordinances regarding outdoor smokers – second reading – Alderman Diehl	30 - 35 TO BE DEFERRED
b.	Bill # 15-2243 - an Ordinance amending the Code of Ordinances relating to eligibility for elective office – Alderman Ottenad	36 - 37
10.	Introduction of New Bills	
a.	Bill approving 2016 budget - Alderman Clement	38
b.	Bill amending certain provisions relating to the City's lateral sewer program – Alderman Ottenad	39 - 43
c.	Bill approving STP Agreement with MoDOT for the Spring Meadows Bridge Replacement – Alderman Baumann	44 - 65
d.	Resolution for the purchase of custom fabricated aluminum replacement fence posts and rails at City Hall and the west city entrance marker - Alderman Diehl	66 - 71
e.	Resolution authorizing contract with Wolfe Architecture – Alderman Hamill	72 - 92
f.	Resolution authorizing professional services of Horner & Shifrin Engineers for the new Parks Building – Alderman Stevens	93 - 110
11.	Miscellaneous	

a. Comments from the Public

12. Adjournment

Note: Due to ongoing City business, all meeting agendas should be considered tentative.

If you are a person with a disability or have special needs in order to participate in this public meeting, please contact City Administrator Andy Hixson no later than 72 hours before the meeting.

For more information, call:

636-227-1385 VOICE

1-800-735-2966 TDD

1-800-735-2466 RELAY MISSOURI

Posted Friday, November 13, 2015 at 10:30 a.m.



**MINUTES OF THE REGULAR BOARD OF ALDERMEN MEETING
OF MONDAY, NOVEMBER 2, 2015
AT 200 HIGHLANDS BOULEVARD DRIVE**

1. CALL TO ORDER

Mayor David L. Willson called the Regular Board of Aldermen meeting to order at 7:00 p.m.

2. ROLL CALL AND STATEMENT OF QUORUM

Roll call showed those present were Alderman Clement, Alderman Stevens, Alderman Hamill, Alderman Ottenad, Alderman Baumann, Alderman Diehl, Mayor Willson and Attorney Gunn. A quorum was present.

3. APPROVAL OF THE MINUTES

a. Minutes of the October 19, 2015 Regular Board of Aldermen meeting

Alderman Hamill made the motion to approve the Minutes of the October 19, 2015 Regular Board of Aldermen meeting. The motion was seconded by Alderman Clement and carried unanimously, without objection.

4. ESTABLISHMENT OF ORDER OF ITEMS ON THE AGENDA

Alderman Diehl announced that he would like to postpone 9 (a). Alderman Baumann advised that he wanted to add an item 10 (b).

Alderman Clement made the motion to approve the Order of Items on the Agenda as amended. The motion was seconded by Alderman Hamill and carried unanimously, without objection.

5. CONSIDERATION OF PETITIONS AND COMMENTS FROM THE PUBLIC

a. Presentation on proposed energy savings improvements for the Police and Public Works Facilities

Ms. Kate DeWulf, Graybar Electric Company, Inc. stated they have a division called Power Smart and the objective is to work with end users. Her focus is to work with municipalities and school districts to help them save energy and to reduce their utility costs, as utility costs continue to rise.

Ms. De Wulf stated they sat down with Director Ruck to figure out which facilities are using the most energy. The Police Department and the Public Works Building were pinpointed; they walked the two buildings and did an energy analysis which she discussed.

Ms. DeWulf stated the project cost is for materials and some for labor. She announced the amount Ameren Missouri will pay to the City of Manchester as an incentive. Ms. DeWulf advised that the incentive expires on November 30, 2015. She suggested that the City go forward with this program while Ameren has money to assist.

Ms. DeWulf stated the overall payback is nine months for the interior and the exterior is two years for the Police Department. The payback for the Public Works Department is close to two years for both the interior and exterior.

Director of Public Works Bob Ruck explained that the Parks Department was not included because it would be full replacement with the fixtures and would cost around \$22,000 and the payback would not be for 3.8 years.

Alderman Ottenad asked what the City would save with the Public Works and the Police buildings. She wondered what Ameren is going to give the City of Manchester.

Ms. DeWulf answered Ameren is going to give a little over \$5,000 for the total project in incentives, and approximately \$7,500 - \$8,000 in savings annually. The expected life of LEDs is 3 to 5 years.

Director Ruck explained that the Public Works Department will do the installation. He said that Graybar would be supplying the products.

Alderman Clement asked how the City of Manchester got involved in this tight deadline.

Ms. DeWulf answered that the City of Manchester is not alone with this tight deadline, everyone was expecting the Ameren utility incentive program to renew for 2016, and it was just announced there would be no incentives for 2016.

Alderman Ottenad asked if the City of Manchester has to apply to Ameren for this rebate.

Ms. DeWulf answered that she has already submitted an application to Ameren on behalf of the City of Manchester. She said all she needs is approval and then they will send an offer letter with a dollar amount.

b. Comments from the Public

Mayor Willson read a prepared statement:

"If you have a comment to offer to the Board, please come forward to make your comment. If you have a question to ask, please complete the card that can be found on the table in the Board

Chambers and when you come up to the podium direct your question to me, and I will see that the City Staff gives you a reply to your question within two business days. Staff will also make sure that the members of the Board and I know the reply that has been given to you.”

Mr. Pat Kelly, the new Executive Director of the St. Louis County Municipal League since July, stated one of his initiatives that he started as the new lead director is to try and go around and introduce himself and the League and answer any questions. He said the next St. Louis County Municipal League meeting is on November 19 in University City.

Mr. Kelly said the priorities will include funding sources for the Missouri Department of Transportation (MoDOT); that is a local and statewide issue and the St. Louis County Municipal League will be working with the Missouri Municipal League. He said the League will also be working on changing some of the legislation on Senate Bill 5 (SB5). Mr. Kelly advised that there is a group of municipalities in North County working together to file a lawsuit against the State of Missouri in regard to SB5.

Alderman Clement stated that the issues Mr. Kelly spoke about are issues that he feels strongly about, and the forced consolidation that everyone needs to be aware of and fearful of. He encourages Mr. Kelly’s organization to oppose this in any way possible, because there is a constant drum beat to unite us.

Mr. Kelly said that they have been working with two professors from the University of Missouri – St. Louis (UMSL) and analyzing some of the reports that “Better Together” has been putting out with their propaganda, as they seem to be the leading force on putting this information out. He said as many may be aware of in the public sector was the comparison of St. Louis and Indianapolis where they consolidated their government in the 1970’s. Mr. Kelly advised that Indianapolis made a “uni-gov” of one large government, but if you look at their organization they really still have 80 different governments inside their government.

Mr. Kelly stated that last week County Executive Stenger announced his new standards for municipal police departments in St. Louis County. Mr. Kelly said he is confident in saying that he would imagine that Manchester already does all the things that are done within the policies and standards that County Executive Stenger is proposing. He said there are a few municipalities that are not.

Mayor Willson commented that County Executive Stenger stated that in his article that he was going to sue the Mayor, fine the Mayor and throw the Mayor in jail if the City is not in compliance.

Mr. James Bottorff, 580 Larksmore Court, stated it is nice to come to the meeting when things go so smooth compared to other Cities.

Mr. Joe Townsend, 805 Bublin Lane, read a prepared speech in reference to NV Social Life and spoke about a couple of the topics: “A view of the NV Social Life website reveals what will be offered, numerous night club photos showing groups of ladies dressed to party in short black dresses and stockings.” He quoted from their website “NV is an upscale sports bar that transitions into a place for dancing and entertainment in the evening, NV fills a void for supplying nightlife in West County, our servers and bartender’s staff is composed of beautiful ladies dressed in a sexy,

flirty manner. Our ladies have years of experience combining top of the line professional bartending and wait staff skills with their individual fun upbeat personalities.” He pointed out their website only uses the words “sports bar” once.

Mr. Townsend stated he drove past the business and it appears the large windows have been painted black on the inside. He said this establishment is out of character for our City and ironically it is in the heart of our City right next to the historic Lyceum building. He is wondering what specific actions can be planned to fix this error and when will they be taken.

Alderman Clement asked the City Attorney to explain the Special Use Permit process.

City Attorney Gunn responded by saying that application for the Special Use Permit was made based upon that submitted application and the matter was considered by the City Staff based upon the information that was provided. That matter was then brought to the Planning and Zoning Commission and they held a public session to consider it. The minutes are available online. After that process there was a published notice of the Public Hearing, and that was more than 15 days after the Planning and Zoning Commission had its hearing. Attorney Gunn said it was not rushed in any fashion. The representative of the holder of the Special Use Permit appeared and made public comment. At that time, the public was afforded an opportunity to ask questions and the Board of Aldermen did ask questions. The matter was then taken under consideration by the Board of Aldermen and based upon the information that was provided in the application of the Special Use Permit, the Public Hearing for the Planning and Zoning Commission, and the Public Hearing before the Board of Aldermen, the Aldermen granted the Special Use Permit.

City Attorney Gunn stated he believes this business has not opened yet, but in anticipation of the opening and the questions that were raised, the Director of Planning and Zoning and the Chief of Police have met with the owners of the business and they are aware of the City’s feelings concerning the obligation of every business to abide by the terms of the Special Use Permit. Attorney Gunn said that as with all special use permits the City will monitor the situation to make certain that the applicant will do what they told the City they were going to do.

Mr. Townsend asked if any comment was made as to the nature of the business.

City Attorney Gunn answered that the City isn’t sure what the nature of the business is and that will be something determined when it is open. He said that from what the website says, it will be a sports bar until later in the evening, and then it is not going to be for children any longer and only be for adults. He said that is permitted by our Zoning regulations.

6. REPORTS FROM THE MAYOR

a. Mayoral Report

Mayor Willson reported on October 22nd, he visited the Charter Communications facility and recorded his annual Public Service announcement; he also went to St. Louis County Municipal League meeting and Ameren did an update regarding meeting electrical needs of the future. He reported that on October 23 for the Halloween at the Park, there were hayrides. He reported that he has attended three “Trunk or Treats” with the Police Officers at different schools and churches. Mayor Willson stated that on October 28, the City had a grade school class visit the Board Room and the students had a mock Board of Alderman meeting and voted on a Resolution. After the mock

meeting, the students toured the Police Facility. Mayor Willson attended the staff meeting on October 29.

Mayor Willson stated the Lyceum has been repainted gray and it looks very nice.

7. REPORTS FROM THE CITY ADMINISTRATOR

a. List of Paid Bills (Warrant dates of October 18 – October 31, 2015)

There were no questions.

8. REPORTS FROM COMMITTEES

a. Planning and Zoning Commission

Alderman Clement advised that the Planning and Zoning Commission did not meet, but there is an Agenda for next Monday, so there will be a meeting.

b. Manchester Arts

Alderman Stevens reported that they are planning the future with the photo show and the band concert. There are new opportunities that they are looking at and planning for the future.

Alderman Clement stated that on November 13 from 6:00 – 8:00 there will be a new Open House for the Artist Guild display.

9. ACTION ON OLD BILLS

a. BILL # 15-2240 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES REGARDING OUTDOOR SMOKERS

Alderman Diehl advised that this Bill would be deferred until the next meeting.

10. INTRODUCTION OF NEW BILLS

a. BILL AMENDING THE CODE OF ORDINANCES RELATING TO ELIGIBILITY FOR ELECTIVE OFFICE

Alderman Ottenad introduced Bill # 15-2243, entitled: "AN ORDINANCE AMENDING SECTION 110.025 OF THE CODE OF ORDINANCES RELATING TO ELIGIBILITY FOR ELECTIVE OFFICE AND REPEALING SECTION 105.045 OF THE CODE OF ORDINANCES", by title only.

City Attorney Gunn explained that the City has in its Code a regulation which prohibits a person who had been convicted and pled guilty to, or did not contest a criminal violation, from being elected to public offices. It has taken some time for the State of Missouri to realize that it was a good idea. The State of Missouri has now enacted a Statute which allows for that and also expands that beyond what the City of Manchester did in our Code. The legislators made it a little simpler to enforce provisions concerning those who file for office who have not paid certain taxes.

No further action at this time.

b. RESOLUTION AUTHORIZING THE PURCHASE OF ENERGY SAVINGS PRODUCTS FOR THE POLICE AND PUBLIC WORKS FACILITIES

Alderman Baumann read Proposed Resolution # 15-0539, entitled: "A RESOLUTION ACCEPTING THE PROPOSAL OF GRAYBAR ELECTRIC COMPANY, INC. IN AN AMOUNT NOT TO EXCEED SIXTEEN THOUSAND EIGHT DOLLARS AND SIXTY-TWO CENTS (\$16,008.62) FOR THE PURCHASE OF LED LIGHTING PRODUCTS AND ROOM LIGHTING CONTROLS FOR THE INTERIOR AND EXTERIOR OF THE POLICE DEPARTMENT AND PUBLIC WORKS DEPARTMENT FACILITIES AND AUTHORIZING THE CITY ADMINISTRATOR TO ISSUE A PURCHASE ORDER THEREFOR", by title only.

Alderman Baumann made the motion for approval of Resolution # 15-0539. The motion was seconded by Alderman Clement and carried unanimously, without objection.

11. MISCELLANEOUS

a. Comments from the Public

There were none.

12. ADJOURNMENT

At 7:44 p.m., there being no further business, Alderman Baumann made the motion to adjourn. The motion was seconded by Alderman Clement and carried unanimously, without objection. The meeting adjourned at 7:44 p.m.

Respectfully submitted,

Ruth E. Baker, MMC/MRCC-S
City Clerk

Note: This is a journal of the Board of Aldermen meeting held November 2, 2015 (summary); not a verbatim transcript. If a recording of the meeting is desired, please contact City Hall.



Manchester, MO

Agenda Item 19 Check Register

Packet: APPKT00837 - Check Run - 20151101

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
2173	Family Support Payment Center	11/01/2015	Regular	0.00	213.70	45322
0540	Government Finance Officers Assn.	11/01/2015	Regular	0.00	1,000.00	45323
2454	Guardian - Appleton	11/01/2015	Regular	0.00	8,127.03	45324
0153	Industrial Soap	11/01/2015	Regular	0.00	427.20	45325
0174	Laclede Gas Company	11/01/2015	Regular	0.00	175.10	45326
0141	Patrick R. Gunn	11/01/2015	Regular	0.00	2,775.00	45327
1082	Petty Cash by Eileen Collins	11/01/2015	Regular	0.00	34.00	45328
1344	S & S Worldwide, Inc.	11/01/2015	Regular	0.00	134.99	45329
2090	The Lincoln National Life Insurance C	11/01/2015	Regular	0.00	844.18	45330
1112	United HealthCare	11/01/2015	Regular	0.00	64,575.55	45331

Bank Code APBNK Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	13	10	0.00	78,306.75
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	13	10	0.00	78,306.75



Manchester, MO

Check Register

Packet: APPKT00839 - Check Run 2 - 20151101

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
0540	Government Finance Officers Assn.	11/01/2015	Regular	0.00	125.00	45332

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	125.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	125.00



Manchester, MO

Agenda Item 1/c Check Register

Packet: APPKT00843 - Check Run - 20151104

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
0010	Ameren Missouri	11/04/2015	Regular	0.00	11.23	45333
1029	Aramark Uniform Services	11/04/2015	Regular	0.00	114.91	45334
0031	AutoZone, Inc.	11/04/2015	Regular	0.00	21.41	45335
0047	Barnes Care	11/04/2015	Regular	0.00	64.00	45336
0040	Batteries Plus Bulbs, LLC	11/04/2015	Regular	0.00	23.98	45337
0051	Bo Beuckman Ford	11/04/2015	Regular	0.00	266.30	45338
0529	Bobcat of St Louis	11/04/2015	Regular	0.00	2,315.23	45339
0060	Bussen Quarries, Inc.	11/04/2015	Regular	0.00	302.99	45340
1037	Canon Financial Services, Inc.	11/04/2015	Regular	0.00	182.27	45341
1378	Cardiac Science Corp.	11/04/2015	Regular	0.00	260.32	45342
2004	Commercial Turf & Tractor, L.L.C.	11/04/2015	Regular	0.00	1,256.54	45343
1156	County Form & Supply, Inc.	11/04/2015	Regular	0.00	585.35	45344
0090	County Treasurer - St. Louis Co.	11/04/2015	Regular	0.00	402.00	45345
0110	Elco Chevrolet Inc	11/04/2015	Regular	0.00	42.87	45346
0111	Energy Petroleum Co.	11/04/2015	Regular	0.00	1,344.18	45347
0746	Engraphix, Inc.	11/04/2015	Regular	0.00	111.41	45348
2756	Factory Motor Parts	11/04/2015	Regular	0.00	204.76	45349
1877	Ferguson Enterprises, Inc.	11/04/2015	Regular	0.00	13.26	45350
1272	Frost Electric Supply Co.	11/04/2015	Regular	0.00	163.27	45351
0926	Greenscape Gardens	11/04/2015	Regular	0.00	140.29	45352
1031	Horner & Shifrin, Inc.	11/04/2015	Regular	0.00	6,101.18	45353
2303	Ideal Landscape Construction, Inc.	11/04/2015	Regular	0.00	174,300.77	45354
0903	K & K Supply	11/04/2015	Regular	0.00	251.10	45355
1148	Lawn Systems, Inc.	11/04/2015	Regular	0.00	121.00	45356
1293	Lowe's Companies, Inc.	11/04/2015	Regular	0.00	763.57	45357
0199	Mickey's Auto Service, Inc.	11/04/2015	Regular	0.00	16.00	45358
0223	Missouri Dept. Of Revenue - County	11/04/2015	Regular	0.00	1,432.13	45359
0218	Missouri Police Chiefs Association	11/04/2015	Regular	0.00	185.00	45360
2540	NAPA Auto Parts	11/04/2015	Regular	0.00	182.52	45361
2747	Phillips 66 CO./SYNCB	11/04/2015	Regular	0.00	105.82	45362
0360	Purcell Tire Co.	11/04/2015	Regular	0.00	470.50	45363
0279	Rejis Commission	11/04/2015	Regular	0.00	1,135.61	45364
0897	Reliance Automotive, Inc.	11/04/2015	Regular	0.00	62.99	45365
2753	Rich Thomas Painting	11/04/2015	Regular	0.00	7,190.00	45366
2038	Southern Computer Warehouse	11/04/2015	Regular	0.00	324.79	45367
0449	St. Louis Composting, Inc.	11/04/2015	Regular	0.00	960.00	45368
0315	Stonegate Auto Parts Inc.	11/04/2015	Regular	0.00	351.84	45369
0324	Terrafil Incorporated	11/04/2015	Regular	0.00	288.00	45370
1652	Tope Plumbing, Inc.	11/04/2015	Regular	0.00	7,475.00	45371
0331	Treasurer-State of Missouri	11/04/2015	Regular	0.00	201.00	45372
0337	Valley Material	11/04/2015	Regular	0.00	2,028.50	45373
0745	Wal*Mart Community/GEMB	11/04/2015	Regular	0.00	162.70	45374

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1531	Zep Manufacturing Company	11/04/2015	Regular	0.00	469.68	45375

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	94	43	0.00	212,406.27
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	94	43	0.00	212,406.27



Manchester, MO

Agenda Item ¹⁹ Check Register

Packet: APPKT00846 - Check Run 2 - 20151104

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
0299	AT&T	11/04/2015	Regular	0.00	131.25	45376
2455	Charter Communications	11/04/2015	Regular	0.00	119.56	45377
0087	Contractor's Welding, Inc.	11/04/2015	Regular	0.00	92.00	45378
0225	Missouri Dept. of Rev. - MV Bureau	11/04/2015	Regular	0.00	141.00	45379
0092	Northwest Automotive & Croft Trail	11/04/2015	Regular	0.00	63.95	45380

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	6	5	0.00	547.76
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	6	5	0.00	547.76



By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
1811	All American Painting Company	11/11/2015	Regular	0.00	5,132.00	45381
0010	Ameren Missouri	11/11/2015	Regular	0.00	19,672.42	45382
0011	American Carnival Mart	11/11/2015	Regular	0.00	136.79	45383
1029	Aramark Uniform Services	11/11/2015	Regular	0.00	114.91	45384
0040	Batteries Plus Bulbs, LLC	11/11/2015	Regular	0.00	5.95	45385
0060	Bussen Quarries, Inc.	11/11/2015	Regular	0.00	294.14	45386
0964	Capital One Commercial	11/11/2015	Regular	0.00	45.35	45387
1063	CTW Electrical Co., Inc.	11/11/2015	Regular	0.00	64.62	45388
1301	Deep Kleen and Maintenance, LLC	11/11/2015	Regular	0.00	1,850.00	45389
1078	Donut Palace	11/11/2015	Regular	0.00	36.37	45390
2752	E-conolight, LLC	11/11/2015	Regular	0.00	335.97	45391
2357	Employee Exp. Reimb.	11/11/2015	Regular	0.00	136.63	45392
1662	Employee Exp. Reimb.	11/11/2015	Regular	0.00	70.00	45393
1213	Employee Exp. Reimb.	11/11/2015	Regular	0.00	71.75	45394
2623	Employee Expense Reimbursement	11/11/2015	Regular	0.00	135.76	45395
0113	Erb Equipment Company, Inc.	11/11/2015	Regular	0.00	228.51	45396
2756	Factory Motor Parts	11/11/2015	Regular	0.00	79.06	45397
2173	Family Support Payment Center	11/11/2015	Regular	0.00	213.70	45398
2173	Family Support Payment Center	11/11/2015	Regular	0.00	250.00	45399
2173	Family Support Payment Center	11/11/2015	Regular	0.00	400.00	45400
0859	Kirkwood Material Supply, Inc.	11/11/2015	Regular	0.00	143.10	45401
0874	Lawson Products, Inc.	11/11/2015	Regular	0.00	268.07	45402
0183	Leon Uniform	11/11/2015	Regular	0.00	71.90	45403
0199	Mickey's Auto Service, Inc.	11/11/2015	Regular	0.00	24.00	45404
1336	MOCCFOA - Eastern Division	11/11/2015	Regular	0.00	32.00	45405
1988	N. B. West Contracting Company	11/11/2015	Regular	0.00	289.80	45406
2540	NAPA Auto Parts	11/11/2015	Regular	0.00	250.73	45407
2079	Ozarc/Gas Equipment & Supply, Inc.	11/11/2015	Regular	0.00	21.50	45408
2494	Pace Properties, LLC	11/11/2015	Regular	0.00	1,809.10	45409
0141	Patrick R. Gunn	11/11/2015	Regular	0.00	4,387.50	45410
0268	Praxair Distribution Inc.	11/11/2015	Regular	0.00	98.25	45411
1344	S & S Worldwide, Inc.	11/11/2015	Regular	0.00	199.99	45412
0285	Sam's Club / GECF	11/11/2015	Regular	0.00	569.71	45413
0291	Simpson Construction Material, LLC	11/11/2015	Regular	0.00	338.93	45414
0692	St. Louis Automatic Sprinkler Co.	11/11/2015	Regular	0.00	260.00	45415
0449	St. Louis Composting, Inc.	11/11/2015	Regular	0.00	550.00	45416
1945	Supreme Turf Products	11/11/2015	Regular	0.00	377.00	45417
0324	Terraflil Incorporated	11/11/2015	Regular	0.00	336.00	45418
2516	The UPS Store #5061	11/11/2015	Regular	0.00	12.08	45419
1652	Tope Plumbing, Inc.	11/11/2015	Regular	0.00	2,260.00	45420
0310	Treasurer, St. Louis County	11/11/2015	Regular	0.00	1,499.40	45421

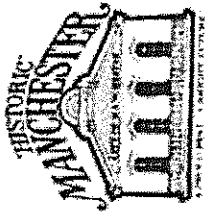
Check Register

Packet: APPKT00852-Check Run - 20151111

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0337	Valley Material	11/11/2015	Regular	0.00	1,484.50	45422

Bank Code APBNK Summary

	Payable Count	Payment Count	Discount	Payment
Regular Checks	68	42	0.00	44,557.49
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	68	42	0.00	44,557.49



Manchester, MO

Board Approval Report

By Vendor Name

Payment Dates 11/1/2015 - 11/7/2015

Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Amount
Vendor: 0010 - Ameren Missouri	0222209116 - 10/22/15	Service to 14300 Manchester Rd. - 9/23-10/22	Service to 14300 Manchester Rd. - 9/23-10/22	Street Lighting	10-470-4236	10/22/2015	11.23
Vendor: 1029 - Aramark Uniform Services	452-0370783	Uniforms cleaned, Mats& Shop towels, Mats-10/28/15	Mats - 10/28/15	Uniforms & Equipment	10-460-4160	10/28/2015	9.50
11/04/2015	452-0370783	Uniforms cleaned, Mats& Shop towels, Mats-10/28/15	Uniforms cleaned - 10/28/15	Uniforms & Equipment	10-470-4160	10/28/2015	71.46
11/04/2015	452-0370783	Uniforms cleaned, Mats& Shop towels, Mats-10/28/15	Mats & Shop towels - 10/28/15	Building - Maintenance & Re	10-470-4295	10/28/2015	33.95
Vendor: 0299 - AT&T	636527-18333901	Temporary Phone Service for ATM - Homecoming	Temporary Phone Service for ATM - Homecoming	Equipment Rental	65-465-4280	10/25/2015	131.25
Vendor: 0031 - AutoZone, Inc.	2309527265	(3) Blk Door Molding for police vehicles	(3) Blk Door Molding for police vehicles	Vehicle - Maintenance & Rep	10-470-4285	10/07/2015	11.67
11/04/2015	2309530866	Blk Truck/SUV Door edge tri	Blk Truck/SUV Door edge tri	Vehicle - Maintenance & Rep	10-440-4285	10/10/2015	9.74
Vendor: 0047 - Barnes Care	00488076-00	Random drug screening - 10/16/15 - S. Wolf	Random drug screening - 10/16/15 - S. Wolf	Professional Fees	10-420-4165	10/20/2015	64.00
Vendor: 0040 - Batteries Plus Bulbs, LLC	270-378943	AA 40 Pk., AAA 40 Pk. - Batteries	AA 40 Pk., AAA 40 Pk. - Batteries	Small Tools & Equipment	10-425-4320	10/12/2015	23.98
Vendor: 0051 - Bo Beuckman Ford	288391	Driver's seatbelt buckle assy - Car 422	Driver's seatbelt buckle assy - Car 422	Vehicle - Maintenance & Rep	10-470-4285	10/01/2015	148.61
11/04/2015	288624	(3) Extra keys - Car 420-15	(3) Extra keys - Car 420-15	Vehicle - Maintenance & Rep	10-470-4285	10/06/2015	17.82
11/04/2015	289039	Engine oil pressure sensor - Truck 135	Engine oil pressure sensor - Truck 135	Vehicle - Maintenance & Rep	10-470-4285	10/15/2015	31.76
11/04/2015	289594	Oxygen sensor - Car 407	Oxygen sensor - Car 407	Vehicle - Maintenance & Rep	10-470-4285	10/28/2015	68.11
Vendor 0051 - Bo Beuckman Ford Total:							266.30
Vendor 0010 - Ameren Missouri Total:							11.23
Vendor 1029 - Aramark Uniform Services Total:							114.91
Vendor 0299 - AT&T Total:							131.25
Vendor 0031 - AutoZone, Inc. Total:							21.41
Vendor 0047 - Barnes Care Total:							64.00
Vendor 0040 - Batteries Plus Bulbs, LLC Total:							23.98

Board Approval Report

Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Payment Dates: 11/1/2015 - 11/7/2015	Amount
Vendor: 0529 - Bobcat of St Louis								
11/04/2015	P47580	Seat spring kit, Repl.door glass for rental Bobcat	Seat spring kit, Repl.door glass for rental Bobcat	Vehicle - Maintenance & Rep	10-470-4285	10/16/2015		410.19
11/04/2015	P47603	Repl. wiper arm assy for rental Bobcat	Repl. wiper arm assy for rental Bobcat	Vehicle - Maintenance & Rep	10-470-4285	10/16/2015		77.20
11/04/2015	P48295	Brush-shaft drive chain for Bobcat Sweeper	Brush-shaft drive chain for Bobcat Sweeper	Equipment - Maintenance &	10-470-4290	10/29/2015		84.46
11/04/2015	P48348	Cutting edges & mounting bolts for Bobcat Sweepers	Cutting edges & mounting bolts for Bobcat Sweepers	Equipment - Maintenance &	10-470-4290	10/30/2015		423.38
11/04/2015	R15838	Bobcat rental - 1 week chg.	Bobcat rental - 1 week chg.-w/damage waiver chg.	Equipment Rental	10-470-4280	10/14/2015		2,310.00
11/04/2015	R15874	Credit for Bobcart rental returned early	Credit for Bobcart rental returned early	Equipment Rental	10-470-4280	10/16/2015		-330.00
11/04/2015	R196099	Credit for Bobcat equip. returned early	Credit for Bobcat equip. returned early	Equipment Rental	10-470-4280	10/27/2015		-660.00
Vendor: 0060 - Bussen Quarries, Inc.								2,315.23
11/04/2015	179878	(32.58) Tons MSD1 Stone	(32.58) Tons MSD1 Stone	Capital Improvement	70-470-4500	10/12/2015		302.99
Vendor: 1037 - Canon Financial Services, Inc.								302.99
11/04/2015	15398825	Graphics Equip/Copier lease - Oct. Usage - Sept.	Graphics Equip/Copier lease - Oct. Usage - Sept.	Equipment Rental	10-425-4280	10/13/2015		182.27
Vendor: 1378 - Cardiac Science Corp.								182.27
11/04/2015	1664104	(8) Defibrillation AED, G3 Electrodes	(8) Defibrillation AED, G3 Electrodes	Field Supplies	10-440-4220	10/22/2015		260.32
Vendor: 2455 - Charter Communications								260.32
11/04/2015	8345780320194701 - 10/17/	Charter Spectrum Cable Services 0 10/24-11/25/15	Charter Spectrum Cable Services 0 10/24-11/25/15	Dues & Subscriptions	10-440-4260	10/17/2015		185.56
Vendor: 2004 - Commercial Turf & Tractor, L.L.C.								1,256.54
11/04/2015	449199	(2)IV Belt, (12)IV ring GXI,(8) Buffer,(2)spring	(2)IV Belt, (12)IV ring GXI,(8) Buffer,(2)spring	Equipment - Maintenance &	10-460-4290	10/21/2015		1,256.54
Vendor: 0087 - Contractor's Welding, Inc.								92.00
11/04/2015	82114	3/4 x 4x8 Metal, 1/8 ang 1 1/2x 1 1/2 x 20'	3/4 x 4x8 Metal, 1/8 ang 1 1/2x 1 1/2 x 20' - Tick	Building - Maintenance & Re	10-460-4295	10/07/2015		92.00
Vendor: 1156 - County Form & Supply, Inc.								585.35
11/04/2015	A9259	Concrete screed & stand	Concrete screed & stand	Machinery and Equipment	50-470-6410	10/27/2015		585.35
Vendor: 1156 - County Form & Supply, Inc. Total:								585.35

Board Approval Report

Payment Date	Payable Number	Description (Payable)		Description (Item)	Account Name	Account Number	Post Date	Payment Dates: 11/1/2015 - 11/7/2015
Vendor: 0090 - County Treasurer - St. Louis Co.								
11/04/2015	Dom. Viol. Collected-Oct.	Domestic Violence collections Payment - Octob	Domestic Violence collections Payment - Octob	Domestic Violence DV		10-540-5430	10/31/2015	Amount 102.00
Vendor: 0110 - Elco Chevrolet Inc								
11/04/2015	315813	Windshield washer reservoir - Car 419	Windshield washer reservoir - Car 419	Vehicle - Maintenance & Rep		10-470-4285	10/30/2015	494.00 12.87
Vendor: 0111 - Energy Petroleum Co.								
11/04/2015	6006558	98.9 gal Bulk Oil 15W40	98.9 gal Bulk Oil 15W40	Gas & Oil		10-470-4315	10/09/2015	42.87
11/04/2015	6008715	(168.4) Gal #2 Ultra LS Dyed Diesel fuel	(168.4) Gal #2 Ultra LS Dyed Diesel fuel	Gas & Oil		10-460-4315	10/23/2015	978.86 865.32
Vendor: 0746 - Engraphix, Inc.								
11/04/2015	38663A	Nameplate for E. Kennett	Nameplate for E. Kennett	Office Supplies		10-475-4215	10/15/2015	1,344.18 111.41
Vendor: 2756 - Factory Motor Parts								
11/04/2015	2-4042722	Left Front Wheel speed sensor - Truck 150	Left Front Wheel speed sensor - Truck 150	Vehicle - Maintenance & Rep		10-470-4285	10/28/2015	111.41
11/04/2015	57-821988	Front brake rotor & hub seal - truck 150	Front brake rotor & hub seal - truck 150	Vehicle - Maintenance & Rep		10-470-4285	10/28/2015	70.32 134.44
Vendor: 1877 - Ferguson Enterprises, Inc.								
11/04/2015	0704273	LF 3/8 Comp plug, 3/8 comp nut	LF 3/8 Comp plug, 3/8 comp nut	Building - Maintenance & Re		10-470-4295	10/19/2015	204.76
11/04/2015	0705126	(2) LF 1/2 SWT X3/8 OD AT Ang.Valve, 3/8 Comp Plug	(2) LF 1/2 SWT X3/8 OD AT Ang.Valve, 3/8 Comp Plug	Building - Maintenance & Re		10-470-4295	10/22/2015	1.38
11/04/2015	PY0675882*5 - 7/23/15	Credit for plumbing parts returned	Credit for plumbing parts returned	Building - Maintenance & Re		10-460-4295	10/30/2015	17.79 -5.91
Vendor: 1272 - Frost Electric Supply Co.								
11/04/2015	S3558828.001	(60) Leviton 167 Outdoor incand. lampholder	(60) Leviton 167 Outdoor incand. lampholder	Building - Maintenance & Re		10-460-4295	10/12/2015	163.27
Vendor: 0540 - Government Finance Officers Assn.								
11/01/2015	Group GAAP Update	(8) GFOA Members for Group GAAP Update - 12/3/15 to be reimb.	(7)GFOA Members- GAAP Update-12/3/15 to be reimb.	Prepaid Expenses		10-100-1400	10/29/2015	163.27
11/01/2015	Group GAAP Update	GFOA Members for Group GAAP Update - 12/3/15 to be reimb.	GFOA Group GAAP Update - 12/3/15 - D. Tuberty	Training		10-430-4130	10/29/2015	875.00
11/01/2015	GAAP Update -12/3/15	GAAP Update Group Fee - to be reimb.	GAAP Update Group Fee - to be reimb.	Prepaid Expenses		10-100-1400	10/30/2015	125.00 125.00
Vendor 0540 - Government Finance Officers Assn. Total:								1,125.00

Board Approval Report

Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Payment Dates: 11/1/2015 - 11/7/2015	Amount
Vendor: 0926 - Greenscape Gardens	299737	(12) 9" Mums	(12) 9" Mums	Parks-Maintenance & Repair	10-460-4312	10/16/2015	Vendor 0926 - Greenscape Gardens Total:	140.29
Vendor: 2454 - Guardian - Appleton	00-468234 - Nov. Premium	Nov. Dental & LTD Premium	Nov. Dental Premium	Dental Insurance	10-420-4140	11/01/2015		395.60
11/01/2015	00-468234 - Nov. Premium	Nov. Dental & LTD Premium	Nov. LTD Premium	Disability Insurance	10-420-4150	11/01/2015		70.70
11/01/2015	00-468234 - Nov. Premium	Nov. Dental & LTD Premium	Nov. Dental Premium	Dental Insurance	10-425-4140	11/01/2015		58.61
11/01/2015	00-468234 - Nov. Premium	Nov. Dental & LTD Premium	Nov. LTD Premium	Disability Insurance	10-425-4150	11/01/2015		4.74
11/01/2015	00-468234 - Nov. Premium	Nov. Dental & LTD Premium	Nov. Dental Premium	Dental Insurance	10-430-4140	11/01/2015		161.16
11/01/2015	00-468234 - Nov. Premium	Nov. Dental & LTD Premium	Nov. LTD Premium	Disability Insurance	10-430-4150	11/01/2015		37.89
11/01/2015	00-468234 - Nov. Premium	Nov. Dental & LTD Premium	Nov. Dental Premium	Dental Insurance	10-440-4140	11/01/2015		353.06
11/01/2015	00-468234 - Nov. Premium	Nov. Dental & LTD Premium	Nov. LTD Premium	Disability Insurance	10-440-4150	11/01/2015		624.50
11/01/2015	00-468234 - Nov. Premium	Nov. Dental & LTD Premium	Nov. Dental Premium	Dental Insurance	10-460-4140	11/01/2015		673.98
11/01/2015	00-468234 - Nov. Premium	Nov. Dental & LTD Premium	Nov. LTD Premium	Disability Insurance	10-460-4150	11/01/2015		108.72
11/01/2015	00-468234 - Nov. Premium	Nov. Dental & LTD Premium	Nov. Dental Premium	Dental Insurance	10-470-4140	11/01/2015		1,318.62
11/01/2015	00-468234 - Nov. Premium	Nov. Dental & LTD Premium	Nov. LTD Premium	Disability Insurance	10-470-4150	11/01/2015		200.72
11/01/2015	00-468234 - Nov. Premium	Nov. Dental & LTD Premium	Nov. Dental Premium	Dental Insurance	10-475-4140	11/01/2015		480.60
11/01/2015	00-468234 - Nov. Premium	Nov. Dental & LTD Premium	Nov. LTD Premium	Disability Insurance	10-475-4150	11/01/2015		80.09
11/01/2015	00-468234 - Nov. Premium	Nov. Dental & LTD Premium	Nov. Dental Premium	Dental Insurance	10-480-4140	11/01/2015		293.05
11/01/2015	00-468234 - Nov. Premium	Nov. Dental & LTD Premium	Nov. LTD Premium	Disability Insurance	10-480-4150	11/01/2015		33.52
11/01/2015	00-468234 - Nov. Premium	Nov. Dental & LTD Premium	Nov. Dental Premium	Dental Insurance	70-470-4140	11/01/2015		43.94
11/01/2015	00-468234 - Nov. Premium	Nov. Dental & LTD Premium	Nov. LTD Premium	Disability Insurance	70-470-4150	11/01/2015	Vendor 2454 - Guardian - Appleton Total:	9.53
Vendor: 1031 - Horner & Shiffrin, Inc.	49475	Engineering services - September	Engineering services - September	Professional Fees	10-420-4165	10/14/2015		1,624.85
11/04/2015	49475	Engineering services - September	Engineering services - September	Concrete Street Replacement	50-470-6310	10/14/2015		1,092.73
11/04/2015	49475	Engineering services - September	Engineering services - Sept. - Parks Bldg	Building & Site Improvement	60-460-6210	10/14/2015		1,121.60
11/04/2015	49478	Balance of City Hall Floor Assessment Fee	Balance of City Hall Floor Assessment Fee	Building & Site Improvement	50-470-6210	10/14/2015		2,262.90
Vendor: 2303 - Ideal Landscape Construction, Inc.							Vendor 1031 - Horner & Shiffrin, Inc. Total:	6,109.08
11/04/2015	Application #2	Channel B Improvements thru 10/31/15	2015 Channel B Improvements Project	Storm Water Projects	60-470-6510	10/31/2015		174,300.77
Vendor: 0153 - Industrial Soap							Vendor 2303 - Ideal Landscape Construction, Inc. Total:	174,300.77
11/01/2015	975867 - 9/18/15	(6) Polyliner 36x48, (15) Multifold Towel - wht.	(6) Polyliner 36x48, (15) Multifold Towel - wht.	Building - Maintenance & Re	10-470-4295	10/01/2015	Vendor 0153 - Industrial Soap Total:	427.20
								427.20

Agenda Item

Board Approval Report

Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Payment Dates: 11/1/2015 - 11/7/2015
Vendor: 0903 - K & K Supply							
11/04/2015	522989	(3) 2x3 Truncated domes sidewalk mats	(3) 2x3 Truncated domes sidewalk mats	Streets - Maintenance & Rep	10-470-4310	10/14/2015	251.10
Vendor 0903 - K & K Supply Total:							251.10
Vendor: 0174 - Laclede Gas Company							
11/01/2015	0214411000 - 10/22/15	Service to Pub. Wks Bldg - 9/23-10/22/15	Service to Pub. Wks Bldg - 9/23-10/22/15	Gas	10-470-4240	10/23/2015	45.84
11/01/2015	2439570000 - 10/22/15	Service to City Hall - 9/23-10/22/15	Service to City Hall - 9/23-10/22/15	Gas	10-420-4240	10/23/2015	36.68
11/01/2015	6319311000 - 10/22/15	Service to Park - 9/23-10/22/15	Service to Park - 9/23-10/22/15	Gas	10-460-4240	10/23/2015	45.84
11/01/2015	8269201000 - 10/22/15	Service to Park Maint. - 9/23-10/22/15	Service to Park Maint. - 9/23-10/22/15	Gas	10-460-4240	10/23/2015	175.10
Vendor 0174 - Laclede Gas Company Total:							175.10
Vendor: 1148 - Lawn Systems, Inc.							
11/04/2015	138213	Rainbird repair-private system-concrete slab repl.	Rainbird repair-private system-concrete slab repl.	Streets - Maintenance & Rep	10-470-4310	10/23/2015	121.00
Vendor 1148 - Lawn Systems, Inc. Total:							121.00
Vendor: 1293 - Lowe's Companies, Inc.							
11/04/2015	901116 - 9/29/15	Oak Ply 9/16x1 1/8, Red, green, yell Marking paint	Oak Ply 9/16x1 1/8, Red, green, yell Marking paint	Building - Maintenance & Re	10-460-4295	09/29/2015	23.61
11/04/2015	901233 - 9/30/15	(2) 5 Gal. Bucket, (2) 5 Gal. Easy Off, 2 Gal Sprayer	(2) 5 Gal. Bucket, (2) 5 Gal. Easy Off, 2 Gal Sprayer	Small Tools & Equipment	10-470-4320	09/30/2015	36.75
11/04/2015	901276	(3) 316' 16 gauge Baling Wire	(3) 316' 16 gauge Baling Wire	Field Supplies	10-470-4220	09/30/2015	11.88
11/04/2015	901338 - 10/1/15	(6) 2x8x10 lumber, (3) 2x6x10 lumber, Wood filler	(6) 2x8x10 lumber, (3) 2x6x10 lumber, Wood filler	Parks-Maintenance & Repair	10-460-4312	10/01/2015	86.31
11/04/2015	901390	8" Coarse Wire Wheel Brush, (2) Cutoff Wheel	8" Coarse Wire Wheel Brush, (2) Cutoff Wheel	Small Tools & Equipment	10-470-4320	10/15/2015	22.74
11/04/2015	902059 - 10/5/15	4"x100' Perf. Corugated drain tile, (#) #2 Prime	4"x100' Perf. Corugated drain tile, (#) #2 Prime	Parks-Maintenance & Repair	10-460-4312	10/05/2015	99.62
11/04/2015	902201 - 9/29/15	9/16x1 1/8 Oak Plywood	9/16x1 1/8 Oak Plywood	Building - Maintenance & Re	10-460-4295	09/29/2015	9.42
11/04/2015	902214 - 10/20/15	(5) Landscape block, Non-scratch scrubber, #10 screws	(5) Landscape block, Non-scratch scrubber, #10 screws	Parks-Maintenance & Repair	10-460-4312	10/20/2015	28.30
11/04/2015	902251 - 10/06/15	(3) 3 Qt Mums, (1) Lg & (2) Med. Pumpkins	(3) 3 Qt Mums, (1) Lg & (2) Med. Pumpkins	Parks-Maintenance & Repair	10-460-4312	10/06/2015	29.33
11/04/2015	902372	#10 24x2 1/2" Screws	#10 24x2 1/2" Screws	Building - Maintenance & Re	10-460-4295	10/21/2015	1.18
11/04/2015	902402 - 10/15/15	(14) Sheets Plywood	(14) Sheets Plywood	Field Supplies	10-470-4220	10/15/2015	203.14
11/04/2015	902429 - 10/1/15	sheeting - Carman Oaks proj 5 lb. 3 1/4" Nails, (4) Whitewood form boards	sheeting - Carman Oaks proj 5 lb. 3 1/4" Nails, (4) Whitewood form boards	Concrete Street Replacemen	50-470-6310	10/01/2015	34.66
11/04/2015	902481	Zep Quick Clean, 3/4"x60' 10 ct. Utility E., Bungees	Zep Quick Clean, 3/4"x60' 10 ct. Utility E., Bungees	Small Tools & Equipment	10-460-4320	10/07/2015	56.87
11/04/2015	902516 - 10/08/15	Liquid Nails Adhesive, Kobalt 6" Diag. Plier	Liquid Nails Adhesive, Kobalt 6" Diag. Plier	Small Tools & Equipment	10-470-4320	10/08/2015	14.34

Board Approval Report

Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Payment Dates: 11/1/2015 - 11/7/2015
11/04/2015	902593 - 10/16/15	(3) Hvy Dty Cut off Wheel, (2) 4x5/8 Cut off wheel	(3) Hvy Dty Cut off Wheel, (2) 4x5/8 Cut off wheel	Small Tools & Equipment	10-470-4320	10/16/2015	Amount 32.20
11/04/2015	902628	1/2"x1/2" PF Coupling -City Hall water line repair	1/2"x1/2" PF Coupling -City Hall water line repair	Building - Maintenance & Re	10-470-4295	10/23/2015	4.06
11/04/2015	902656	(2) 2 Gal Tank Sprayer	(2) 2 Gal Tank Sprayer	Small Tools & Equipment	10-470-4320	10/16/2015	37.94
11/04/2015	909592	1/2" copper tubing - City Hall water line repairs	1/2" copper tubing - City Hall water line repairs	Building - Maintenance & Re	10-470-4295	10/21/2015	2.82
11/04/2015	910701	(2) 25W Bulbs can base,, (2) 60W Bulbs CFL Bright	(2) 25W Bulbs can base,, (2) 60W Bulbs CFL Bright	Building - Maintenance & Re	10-470-4295	10/07/2015	28.40
Vendor: 0199 - Mickey's Auto Service, Inc.							763.57
11/04/2015	87920	Resurfaced front brake rotors - Car 425	Resurfaced front brake rotors - Car 425	Vehicle - Maintenance & Rep	10-470-4285	10/30/2015	16.00
Vendor: 0225 - Missouri Dept. of Rev. - MV Bureau							16.00
11/04/2015	Renewal - WF8C6D	Renewal of licence plate WF8C6D	Renewal of licence plate WF8C6D - '13 Ford SUV	Vehicle - Maintenance & Rep	10-440-4285	11/05/2015	55.50
11/04/2015	Renewal - YD9L7E	Renewal of licence plate YD9L7E	Renewal of licence plate YD9L7E - '08 Dodge sedan	Vehicle - Maintenance & Rep	10-440-4285	11/05/2015	85.50
Vendor: 0223 - Missouri Dept. of Revenue - County Tax Section							141.00
11/04/2015	CVC Collections - Oct.	CVC Collections Pmt. - October	CVC Collections Pmt. - October	Crime Victim Compensation	10-540-5420	10/31/2015	1,432.13
Vendor: 0218 - Missouri Police Chiefs Association							1,432.13
11/04/2015	MPCA Conf Registration	MO Police Chiefs Assn Annual Conf. Reg.-12/9-11/1	MO Police Chiefs Assn Annual Conf. Reg.-12/9-11/1	Training	10-440-4130	10/15/2015	185.00
Vendor: 2540 - NAPA Auto Parts							185.00
11/04/2015	130556	LED Light assy - for Salt spreader	LED Light assy - for Salt spreader	Equipment - Maintenance &	10-470-4290	10/28/2015	185.00
Vendor: 0092 - Northwest Automotive & Croft Trailer							61.75
11/04/2015	82722	Coupler 2 5/16 ATWD 8.5K	Coupler 2 5/16 ATWD 8.5K	Equipment - Maintenance &	10-460-4290	10/26/2015	61.75
Vendor: 0141 - Patrick R. Gunn							2,775.00
11/04/2015	Nov. '15 Retainer	Nov. Retainer - City Atty.	Nov. Retainer - City Atty.	Professional Fees	10-420-4165	11/01/2015	2,775.00
Vendor: 1082 - Petty Cash by Eileen Collins							34.00
11/04/2015	Reimb - Oct 2015	Reimb. petty cash for mascot costume cleaning	Reimb. petty cash for mascot costume cleaning	Program Supplies	10-460-4210	10/28/2015	34.00
Vendor: 1082 - Petty Cash by Eileen Collins							34.00
Vendor: 1082 - Petty Cash by Eileen Collins							34.00

Board Approval Report

Payment Date		Payable Number	Description (Payable)		Description (Item)	Account Name	Account Number	Post Date	Payment Dates: 11/1/2015 - 11/7/2015	
Vendor: 2747 - Phillips 66 CO./SYNCB			xxxx-xxxx-xxx8-7023 - 10/25/	Gas in Cans - October	Gas in Cans - October	Gas & Oil	10-460-4315	10/25/2015	Amount	
11/04/2015			xxxx-xxxx-xxx8-7023 - 10/25/	Gas in Cans - October	Gas in Cans - October	Gas & Oil	10-470-4315	10/25/2015	302.96	
Vendor: 0360 - Purcell Tire Co.									7.06	
11/04/2015		71097701	Tire & balancing - Truck 120	Tire & balancing - Truck 120	Tire & balancing - Truck 120	Vehicle - Maintenance & Rep	10-470-4285	10/16/2015	470.50	
Vendor: 0279 - Rejis Commission									470.50	
11/04/2015		INV0044506	ASA 5505 Annual Maintenance Fee	ASA 5505 Annual Maintenance Fee	ASA 5505 Annual Maintenance Fee	REJIS Expenses	10-425-4345	10/15/2015	118.00	
11/04/2015		INV0044507	Rejis services - October	VPN Conn., VPN Access, PIX Firewall, Charter -Oct.	VPN Conn., VPN Access, PIX Firewall, Charter -Oct.	REJIS Expenses	10-425-4345	10/15/2015	547.61	
11/04/2015		INV0044507	Rejis services - October	Sprint Data Lines - October	Sprint Data Lines - October	Telephone	10-440-4245	10/15/2015	470.00	
Vendor: 0897 - Reliance Automotive, Inc.									1,135.61	
11/04/2015		S1-1283	Front brake pads - stock - 2013-14 Ford Police Cars	Front brake pads - stock - 2013-14 Ford Police Cars	Front brake pads - stock - 2013-14 Ford Police Cars	Vehicle - Maintenance & Rep	10-470-4285	10/07/2015	62.99	
Vendor: 2753 - Rich Thomas Painting									62.99	
11/04/2015		Final Invoice	City Hall Building Exterior Painting Project	City Hall Building Exterior Painting Project	City Hall Building Exterior Painting Project	Building & Site Improvement	50-470-6210	11/03/2015	7,190.00	
Vendor: 1344 - S & S Worldwide, Inc.									7,190.00	
11/01/2015		8785401 - 10/02/15	Megaphone 16 watt	Megaphone 16 watt	Megaphone 16 watt	Program Supplies	10-460-4210	10/02/2015	134.99	
Vendor: 2038 - Southern Computer Warehouse									134.99	
11/04/2015		IN-000293877	(3) Seagate 1TB SV35.5 Series SATA 7200RPM	(3) Seagate 1TB SV35.5 Series SATA 7200RPM	(3) Seagate 1TB SV35.5 Series SATA 7200RPM	Small Tools & Equipment	10-425-4320	10/08/2015	184.20	
11/04/2015		IN-000294907	IO Magic External 14x Blue-Ray Writer USB 2.0	IO Magic External 14x Blue-Ray Writer USB 2.0	IO Magic External 14x Blue-Ray Writer USB 2.0	Small Tools & Equipment	10-425-4320	10/13/2015	140.59	
Vendor: 0449 - St. Louis Composting, Inc.									324.79	
11/04/2015		358884	(8)Yds Garden Mix Soil	(8)Yds Garden Mix Soil	(8)Yds Garden Mix Soil	Parks-Maintenance & Repair	10-460-4312	10/12/2015	192.00	
11/04/2015		359055	(8)Yds Garden Mix Soil	(8)Yds Garden Mix Soil	(8)Yds Garden Mix Soil	Parks-Maintenance & Repair	10-460-4312	10/13/2015	192.00	
11/04/2015		359069	(8) Yds Garden Mix Soil	(8) Yds Garden Mix Soil	(8) Yds Garden Mix Soil	Parks-Maintenance & Repair	10-460-4312	10/13/2015	192.00	
11/04/2015		359204	(8) Yds Garden Mix Soil	(8) Yds Garden Mix Soil	(8) Yds Garden Mix Soil	Parks-Maintenance & Repair	10-460-4312	10/14/2015	192.00	
11/04/2015		359246	(8) Yds. Garden Mix Soil	(8) Yds. Garden Mix Soil	(8) Yds. Garden Mix Soil	Parks-Maintenance & Repair	10-460-4312	10/14/2015	192.00	
Vendor: 0315 - Stonegate Auto Parts Inc.									960.00	
11/04/2015		441642	Tail pipe cutter - shop supply	Tail pipe cutter - shop supply	Tail pipe cutter - shop supply	Small Tools & Equipment	10-470-4320	10/01/2015	11.13	
11/04/2015		441802	Service filters for Vermeer BC1500 brush chipper	Service filters for Vermeer BC1500 brush chipper	Service filters for Vermeer BC1500 brush chipper	Equipment - Maintenance &	10-470-4290	10/02/2015	159.75	

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Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Payment Dates: 11/1/2015 - 11/7/2015
11/04/2015	442326	LED Strobe Warning Light - JD 410K backhoe	LED Strobe Warning Light - JD 410K backhoe	Vehicle - Maintenance & Rep	10-470-4285	10/07/2015	Amount 165.00
11/04/2015	444587	(4) Brake caliper bleeder screws - Car 419	(4) Brake caliper bleeder screws - Car 419	Vehicle - Maintenance & Rep	10-470-4285	10/27/2015	11.84
11/04/2015	444833	(2) Spark plug for Wacker BS600 Compactor	(2) Spark plug for Wacker BS600 Compactor	Equipment - Maintenance &	10-470-4290	10/29/2015	4.12
Vendor: 0324 - Terrafil Incorporated				Vendor 0315 - Stonegate Auto Parts Inc. Total:			
11/04/2015	0000006269	(2) Loads Clean Fill to Landfill	(2) Loads Clean Fill to Landfill	Concrete Street Replacemen	50-470-6310	10/13/2015	96.00
11/04/2015	0000006303	(4) Loads Clean Fill to Landfill	(4) Loads Clean Fill to Landfill	Concrete Street Replacemen	50-470-6310	10/14/2015	192.00
Vendor: 2090 - The Lincoln National Life Insurance Company				Vendor 0324 - Terrafil Incorporated Total:			
11/01/2015	MANCH-BL-701550 - Nov 20	Nov. Life & ADD Premium	Nov. Life & ADD Premium	Life Insurance	10-420-4145	11/01/2015	51.11
11/01/2015	MANCH-BL-701550 - Nov 20	Nov. Life & ADD Premium	Nov. Life & ADD Premium	Life Insurance	10-425-4145	11/01/2015	4.11
11/01/2015	MANCH-BL-701550 - Nov 20	Nov. Life & ADD Premium	Nov. Life & ADD Premium	Life Insurance	10-430-4145	11/01/2015	26.25
11/01/2015	MANCH-BL-701550 - Nov 20	Nov. Life & ADD Premium	Nov. Life & ADD Premium	Life Insurance	10-440-4145	11/01/2015	442.92
11/01/2015	MANCH-BL-701550 - Nov 20	Nov. Life & ADD Premium	Nov. Life & ADD Premium	Life Insurance	10-460-4145	11/01/2015	83.76
11/01/2015	MANCH-BL-701550 - Nov 20	Nov. Life & ADD Premium	Nov. Life & ADD Premium	Life Insurance	10-470-4145	11/01/2015	163.80
11/01/2015	MANCH-BL-701550 - Nov 20	Nov. Life & ADD Premium	Nov. Life & ADD Premium	Life Insurance	10-475-4145	11/01/2015	45.85
11/01/2015	MANCH-BL-701550 - Nov 20	Nov. Life & ADD Premium	Nov. Life & ADD Premium	Life Insurance	10-480-4145	11/01/2015	26.38
Vendor: 1652 - Tope Plumbing, Inc.				Vendor 2090 - The Lincoln National Life Insurance Company Total:			
11/04/2015	102494	1119 Grenadier - Sewer Repair	1119 Grenadier - Sewer Repair	Capital Improvement	70-470-4500	10/21/2015	2,435.00
11/04/2015	102495	1203 Derbyshire - Sewer Repair	1203 Derbyshire - Sewer Repair	Capital Improvement	70-470-4500	10/21/2015	2,160.00
11/04/2015	102496	1237 Derbyshire - Sewer Repair	1237 Derbyshire - Sewer Repair	Capital Improvement	70-470-4500	10/21/2015	2,520.00
11/04/2015	102561	909 Sherwick Terr - Camera & Cable only	909 Sherwick Terr - Camera & Cable only	Capital Improvement	70-470-4500	10/22/2015	360.00
Vendor: 0331 - Treasurer-State of Missouri				Vendor 1652 - Tope Plumbing, Inc. Total:			
11/04/2015	POST COM Collected-Oct.	POST COM Collections Pmt. - October	POST COM Collections Pmt. - October	Post Commission Fund	10-540-5440	10/31/2015	201.90
Vendor: 1112 - United HealthCare				Vendor 0331 - Treasurer-State of Missouri Total:			
11/01/2015	0038991315 - Nov.	Nov. Healthcare Premium & Oct. Premium Adj.	Oct. Premium Adj.	Health Insurance	10-420-4135	11/01/2015	83.54
11/01/2015	0038991315 - Nov.	Nov. Healthcare Premium & Oct. Premium Adj.	Nov. Healthcare Premium	Health Insurance	10-420-4135	11/01/2015	2,963.63
11/01/2015	0038991315 - Nov.	Nov. Healthcare Premium & Oct. Premium Adj.	Nov. Healthcare Premium	Health Insurance	10-425-4135	11/01/2015	750.17

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Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Payment Dates: 11/1/2015 - 11/7/2015
11/01/2015	0038991315 - Nov.	Nov. Healthcare Premium & Oct. Premium Adj.	Oct. Premium Adj.	Health Insurance	10-425-4135	11/01/2015	Amount 288.25
11/01/2015	0038991315 - Nov.	Nov. Healthcare Premium & Oct. Premium Adj.	Nov. Healthcare Premium	Health Insurance	10-430-4135	11/01/2015	1,876.38
11/01/2015	0038991315 - Nov.	Nov. Healthcare Premium & Oct. Premium Adj.	Oct. Premium Adj.	Health Insurance	10-430-4135	11/01/2015	55.78
11/01/2015	0038991315 - Nov.	Nov. Healthcare Premium & Oct. Premium Adj.	Oct. Premium Adj.	Health Insurance	10-440-4135	11/01/2015	946.26
11/01/2015	0038991315 - Nov.	Nov. Healthcare Premium & Oct. Premium Adj.	Nov. Healthcare Premium	Health Insurance	10-440-4135	11/01/2015	33,343.21
11/01/2015	0038991315 - Nov.	Nov. Healthcare Premium & Oct. Premium Adj.	Nov. Healthcare Premium	Health Insurance	10-460-4135	11/01/2015	5,119.87
11/01/2015	0038991315 - Nov.	Nov. Healthcare Premium & Oct. Premium Adj.	Oct. Premium Adj.	Health Insurance	10-460-4135	11/01/2015	144.33
11/01/2015	0038991315 - Nov.	Nov. Healthcare Premium & Oct. Premium Adj.	Oct. Premium Adj.	Health Insurance	10-470-4135	11/01/2015	330.64
11/01/2015	0038991315 - Nov.	Nov. Healthcare Premium & Oct. Premium Adj.	Nov. Healthcare Premium	Health Insurance	10-470-4135	11/01/2015	11,729.73
11/01/2015	0038991315 - Nov.	Nov. Healthcare Premium & Oct. Premium Adj.	Oct. Premium Adj.	Health Insurance	10-475-4135	11/01/2015	671.65
11/01/2015	0038991315 - Nov.	Nov. Healthcare Premium & Oct. Premium Adj.	Nov. Healthcare Premium	Health Insurance	10-475-4135	11/01/2015	3,137.05
11/01/2015	0038991315 - Nov.	Nov. Healthcare Premium & Oct. Premium Adj.	Nov. Healthcare Premium	Health Insurance	10-480-4135	11/01/2015	2,250.47
11/01/2015	0038991315 - Nov.	Nov. Healthcare Premium & Oct. Premium Adj.	Oct. Premium Adj.	Health Insurance	10-480-4135	11/01/2015	328.54
11/01/2015	0038991315 - Nov.	Nov. Healthcare Premium & Oct. Premium Adj.	Nov. Healthcare Premium	Health Insurance	70-470-4135	11/01/2015	545.57
11/01/2015	0038991315 - Nov.	Nov. Healthcare Premium & Oct. Premium Adj.	Oct. Premium Adj.	Health Insurance	70-470-4135	11/01/2015	15.38
Vendor: 0337 - Valley Material							Vendor 1112 - United HealthCare Total: 64,575.55
11/04/2015	156165	(16) Cu Yds 7 SK Meramec "C" Asphalt	(16) Cu Yds 7 SK Meramec "C" Asphalt	Concrete Street Replacemen	50-470-6310	10/08/2015	1,376.00
11/04/2015	156253	(7.50) Cu Yds 7 SK Meramec "C" Asphalt	(7.50) Cu Yds 7 SK Meramec "C" Asphalt	Concrete Street Replacemen	50-470-6310	10/14/2015	652.50
Vendor: 0745 - Wal*Mart Community/GEMB							Vendor 0337 - Valley Material Total: 2,028.50
11/04/2015	009601	Sanitizer, (4) Grahams,(4) Marshmallows,(6) Hershey	Sanitizer, (4) Grahams,(4) Marshmallows,(6) Hershey	Program Supplies	10-460-4210	09/24/2015	59.38
11/04/2015	03814	(2) Lantern, Afterbite, Alk Batteries	(2) Lantern, Afterbite, Alk Batteries	Small Tools & Equipment	10-460-4320	09/25/2015	55.88
11/04/2015	06729	Food Items for Wellness Baskets	Granola Bars, Org. Raisins, Skinny Pop, Kind bars	Miscellaneous	10-420-4325	09/17/2015	35.32

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Payment Date
11/04/2015

Payable Number
09541

Payment Dates: 11/1/2015 - 11/7/2015

Vendor: 1531 - Zep Manufacturing Company

11/04/2015

9001915148

Account Name
Program Supplies

Building - Maintenance & Re

(8) Bubble stick, Pates, Fruit
snacks, (2)Feathers

(4)dz Zep meter mist, (1) dz
meter mist-fresh powd

09/16/2015

10-460-4210

10-470-4295

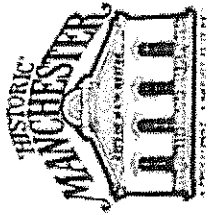
10/09/2015

Amount
12.12

469.68

469.68

291,172.08



Manchester, MO

Board Approval Report

By Vendor Name

Payment Dates 11/8/2015 - 11/14/2015

Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Amount
Vendor: 1811 - All American Painting Company							
11/11/2015	15817	Powerwash, stain wood ceiling beams, Paint Bathhou	Powerwash, stain wood ceiling beams, Paint Bathhou	Building & Site Improvement	60-450-6210	10/18/2015	5,182.00
Vendor 1811 - All American Painting Company Total:							5,182.00
Vendor: 0010 - Ameren Missouri							
11/11/2015	03410-04013 - 11/3/15	Lighting Service - 10/01-11/01/15	Lighting Service - 10/01-11/01/15	Street Lighting	10-470-4236	11/03/2015	19,672.42
Vendor 0010 - Ameren Missouri Total:							19,672.42
Vendor: 0011 - American Carnival Mart							
11/11/2015	142475	Supplies for Halloween Festival	Dz Pinball game asst. 3"	Program Supplies	10-460-4210	10/20/2015	9.00
11/11/2015	142475	Supplies for Halloween Festival	Dz Finger puppets - Monster 1"	Program Supplies	10-460-4210	10/20/2015	13.50
11/11/2015	142475	Supplies for Halloween Festival	33" 7mm Orange Beads	Program Supplies	10-460-4210	10/20/2015	19.80
11/11/2015	142475	Supplies for Halloween Festival	Dz Clapping hand - mini	Program Supplies	10-460-4210	10/20/2015	3.60
11/11/2015	142475	Supplies for Halloween Festival	Case (50) Glow bracelet - asst color	Program Supplies	10-460-4210	10/20/2015	27.00
11/11/2015	142475	Supplies for Halloween Festival	Dz - Rock star Notebook	Program Supplies	10-460-4210	10/20/2015	3.90
11/11/2015	142475	Supplies for Halloween Festival	Spicy blonde wig	Program Supplies	10-460-4210	10/20/2015	14.99
11/11/2015	142475	Supplies for Halloween Festival	Case Popcorn w/oil & salt	Program Supplies	10-460-4210	10/20/2015	36.00
11/11/2015	142475	Supplies for Halloween Festival	Smile Notebook 4" - Dz.	Program Supplies	10-460-4210	10/20/2015	9.00
Vendor 0011 - American Carnival Mart Total:							136.79
Vendor: 1029 - Aramark Uniform Services							
11/11/2015	452-0396153	Uniforms cleaned, Mats & Shop towels, Mats - 11/04/15	Mats - 11/04/15	Uniforms & Equipment	10-460-4160	11/04/2015	9.50
11/11/2015	452-0396153	Uniforms cleaned, Mats & Shop towels, Mats - 11/04/15	Uniforms cleaned - 11/04/15	Uniforms & Equipment	10-470-4160	11/04/2015	71.46

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Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Payment Dates: 11/8/2015 - 11/14/2015	
							Amount	Amount
11/11/2015	452-0396153	Uniforms cleaned, Mats&Shop towels, Mats - 11/04/15	Mats & Shop towels - 11/04/15	Building - Maintenance & Re	10-470-4295	11/04/2015	33.95	33.95
Vendor: 0040 - Batteries Plus Bulbs, LLC								
11/11/2015	270-379811	AAAA 6 pk Batteries for pocket flashlights	AAAA 6 pk Batteries for pocket flashlights	Field Supplies	10-470-4220	10/21/2015	5.95	5.95
Vendor: 0060 - Bussen Quarries, Inc.								
11/11/2015	180680	(26.74) Tons GAB Stone - for Erosion repair	(26.74) Tons GAB Stone - for Erosion repair	Streets - Maintenance & Rep	10-470-4310	10/19/2015	294.14	294.14
Vendor: 0964 - Capital One Commercial								
11/11/2015	xxxx-xxxx-xxx7-9245 - 10/26/	COSTCO purchase - 10/8/15	Grapes Asst Cookies,Sprite-Historic show opening	Program Supplies	85-485-4210	10/26/2015	45.35	45.35
Vendor: 1063 - CTW Electrical Co., Inc.								
11/11/2015	1140142 00	Asst. Connectors, Screws, Socket	Asst. Connectors, Screws, Socket	Field Supplies	10-470-4220	10/20/2015	64.62	64.62
Vendor: 1301 - Deep Kleen and Maintenance, LLC								
11/11/2015	MC/10/15	Janitorial Services - October	Janitorial Services - October	Building - Maintenance & Re	10-470-4295	11/01/2015	1,850.00	1,850.00
Vendor: 1078 - Donut Palace								
11/11/2015	C10261513	(3) Dz Donuts for CERT final class	(3) Dz Donuts for CERT final class	Public Relations	10-440-4170	10/26/2015	36.37	36.37
Vendor: 2752 - E-conolight, LLC								
11/11/2015	185555	(2) Canopy LED 36W CW BZ, 36W LED CW U MB Bulbs	(2) Canopy LED 36W CW BZ, 36W LED CW U MB Bulbs	Building - Maintenance & Re	10-460-4295	10/21/2015	335.00	335.00
Vendor: 1213 - Employee Exp. Reimb.								
11/11/2015	D. Derickson - CDL Lic. Fee	Reimb. D. Derickson - CDL Driver's License Fee	Reimb. D. Derickson - CDL Driver's License Fee	Dues & Subscriptions	10-470-4260	11/11/2015	70.00	70.00
Vendor: 1662 - Employee Exp. Reimb.								
11/11/2015	F. Novy - CDL Lic. Fee	Reimb. F. Novy for CDL Driver's License Fee	Reimb. F. Novy for CDL Driver's License Fee	Dues & Subscriptions	10-470-4260	11/11/2015	70.00	70.00

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Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Payment Dates: 11/8/2015 - 11/14/2015	Amount
Vendor: 2357 - Employee Exp. Reimb.	T. Walsh - Meals & Fuel	Reimb. T. Walsh-Meals & Fuel-IACP Conf-10/24-27/15	Reimb. T. Walsh-Meals & Fuel-IACP Conf-10/24-27/15	Travel/Meetings	10-440-4175	11/05/2015		101.63
Vendor: 2623 - Employee Expense Reimbursement	B. Ruck - Mileage & Meal	Reimb. B. Ruck - Mileage & Meal - MO APWA Conf	Reimb. B. Ruck - Mileage & Meal - MO APWA Conf	Travel/Meetings	10-470-4175	11/11/2015	Vendor 2357 - Employee Exp. Reimb. Total:	101.63
Vendor: 0113 - Erb Equipment Company, Inc.	101671	Hydraulic hose - John Deere 401K Backhoe	Hydraulic hose - John Deere 401K Backhoe	Vehicle - Maintenance & Rep	10-470-4285	10/21/2015	Vendor 2623 - Employee Expense Reimbursement Total:	101.76
11/11/2015	101918	Hydraulic hose - John Deere 401K Backhoe	Hydraulic hose - John Deere 401K Backhoe	Vehicle - Maintenance & Rep	10-470-4285	10/22/2015		71.17
Vendor: 2756 - Factory Motor Parts	2-4043512	Windshield washer reservoir - Car 419	Windshield washer reservoir - Car 419	Vehicle - Maintenance & Rep	10-470-4285	10/29/2015	Vendor 0113 - Erb Equipment Company, Inc. Total:	228.51
11/11/2015	57-822420	Windshield washer pump - Car 419	Windshield washer pump - Car 419	Vehicle - Maintenance & Rep	10-470-4285	10/29/2015		37.03
Vendor: 0859 - Kirkwood Material Supply, Inc.	235917/1	(6) Yds Topsoil	(6) Yds Topsoil	Streets - Maintenance & Rep	10-470-4310	10/20/2015	Vendor 2756 - Factory Motor Parts Total:	79.06
11/11/2015	9303656148	Asst PTO Pin Sq. Handle, Mini cut-off wheel 4"	Asst PTO Pin Sq. Handle, Mini cut-off wheel 4"	Small Tools & Equipment	10-460-4320	10/28/2015	Vendor 0859 - Kirkwood Material Supply, Inc. Total:	143.10
Vendor: 0874 - Lawson Products, Inc.	362610	(2)Nvy lined jacket w/refl transfer -Priest, Yount	(2)Nvy lined jacket w/refl transfer -Priest, Yount	Uniforms & Equipment	10-440-4160	10/15/2015		71.90
Vendor: 0183 - Leon Uniform							Vendor 0874 - Lawson Products, Inc. Total:	268.07
11/11/2015	87961	Emission Inspection - Car 40	Emission Inspection - Car 40	Vehicle - Maintenance & Rep	10-470-4285	11/04/2015	Vendor 0183 - Leon Uniform Total:	268.07
Vendor: 0199 - Mickey's Auto Service, Inc.								24.00
11/11/2015							Vendor 0199 - Mickey's Auto Service, Inc. Total:	24.00
Vendor: 1336 - MOCCFOA - Eastern Division	(2) for 11/19/15 Mtg.	MOCCFOA Lunch/Mtg - 11/19/15-R. Baker, M. Melugin	MOCCFOA Lunch/Mtg - 11/19/15-R. Baker, M. Melugin	Business Lunch/Dinner	10-420-4180	11/04/2015		32.00
11/11/2015							Vendor 1336 - MOCCFOA - Eastern Division Total:	32.00

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Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Payment Dates: 11/8/2015 - 11/14/2015	Amount
Vendor: 1988 - N. B. West Contracting Company								
11/11/2015	106389	(2.52) Tons UPM Cold Mix Asphalt - Ticket #6164	(2.52) Tons UPM Cold Mix Asphalt - Ticket #6164	Streets - Maintenance & Rep	10-470-4310	11/05/2015		289.80
Vendor: 2540 - NAPA Auto Parts								
11/11/2015	128309	Trailer hitch & hitch pin - dump trucks	Trailer hitch & hitch pin - dump trucks	Vehicle - Maintenance & Rep	10-470-4285	10/05/2015	Vendor 1988 - N. B. West Contracting Company Total:	289.80
11/11/2015	128359	(3) Gal 15W40 engine oil	(3) Gal 15W40 engine oil	Vehicle - Maintenance & Rep	10-470-4285	10/05/2015		65.98
11/11/2015	128972	Super weatherstrip adhesive	Super weatherstrip adhesive	Vehicle - Maintenance & Rep	10-470-4285	10/05/2015		38.97
11/11/2015	130020	Steel line fittings for Car 419 & stock	Steel line fittings for Car 419 & stock	Vehicle - Maintenance & Rep	10-470-4285	10/12/2015		7.59
11/11/2015	130837	Battery for Car 418, Truck 18	Battery for Car 418, Truck 18	Vehicle - Maintenance & Rep	10-470-4285	10/22/2015		10.21
Vendor: 2079 - Ozarc/Gas Equipment & Supply, Inc.								
11/11/2015	R 00523015	Monthly cylinder rental - October	Monthly cylinder rental - October	Equipment Rental	10-460-4280	10/30/2015	Vendor 2540 - NAPA Auto Parts Total:	127.98
Vendor: 2494 - Pace Properties, LLC								
11/11/2015	SSM TDD - Nov Pmt.	South Manchester TDD Nov. Pmt.	South Manchester TDD Nov. Traffic Light Pmt.	Street Light Installation or Re	50-470-6560	11/10/2015	Vendor 2079 - Ozarc/Gas Equipment & Supply, Inc. Total:	21.50
Vendor: 0141 - Patrick R. Gunn								
11/11/2015	Oct '15 Excess Retainer	October Excess Retainer - City Atty.	October Excess Retainer - City Atty.	Professional Fees	10-420-4165	11/02/2015	Vendor 2494 - Pace Properties, LLC Total:	1,809.10
Vendor: 0268 - Praxair Distribution Inc.								
11/11/2015	54181048	Monthly cylinder rental fee - October	Monthly cylinder rental fee - October	Equipment Rental	10-470-4280	10/30/2015	Vendor 0141 - Patrick R. Gunn Total:	4,387.50
Vendor: 1344 - S & S Worldwide, Inc.								
11/11/2015	8803991	Official Soccer Net - 8x24	Official Soccer Net - 8x24	Program Supplies	10-460-4210	10/20/2015	Vendor 0268 - Praxair Distribution Inc. Total:	98.25
Vendor: 0285 - Sam's Club / GEFC								
11/11/2015	01377	(2) Cases Bottled Water	(2) Cases Bottled Water	Miscellaneous	10-470-4325	10/02/2015	Vendor 1344 - S & S Worldwide, Inc. Total:	19.99
11/11/2015	02737	(2) Cases Bottled Water	(2) Cases Bottled Water	Miscellaneous	10-470-4325	10/13/2015		19.99
11/11/2015	02849	(2) Cases Water, Swiffer duster	(2) Cases Water, Swiffer duster	Building - Maintenance & Re	10-470-4295	10/29/2015		12.98
11/11/2015	02849	(2) Cases Water, Swiffer duster	(2) Cases Water, Swiffer duster	Miscellaneous	10-470-4325	10/29/2015		6.76
11/11/2015	03135	(2) ea 8 1/2" & 10" Plates, Utensils,(2)Spoons	(2) ea 8 1/2" & 10" Plates, Utensils,(2)Spoons	Office Supplies	10-470-4215	10/30/2015		121.50
11/11/2015	05082	(3) Cases Soda for machines, (1) Case Water	(3) Cases Soda for machines, (1) Case Water	Miscellaneous	10-470-4325	10/23/2015		26.82

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Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Payment Dates: 11/8/2015 - 11/14/2015
11/11/2015	05638	Franks, Buns, Asst Candy, Hot choc. - Halloween	Franks, Buns, Asst Candy, Hot choc. - Halloween	Program Supplies	10-460-4210	10/21/2015	Amount
11/11/2015	05741 - Walmart chg.	Hot Dogs, buns, condiments, soda, water - CERT	Hot Dogs, buns, condiments, soda, water - CERT	Public Relations	10-440-4170	10/13/2015	369.33
11/11/2015	07265	Windex Glass Cleaner	Windex Glass Cleaner	Building - Maintenance & Rep	10-470-4295	10/05/2015	10.50
11/11/2015	07706	(4) Cases Soda for Machines	(4) Cases Soda for Machines	Miscellaneous	10-470-4325	10/07/2015	39.92
Vendor: 0291 - Simpson Construction Material, LLC							Vendor 0285 - Sam's Club / GECC Total:
11/11/2015	6226703	(3.51) Tons COMM Asphalt - Ticket #44099	(3.51) Tons COMM Asphalt - Ticket #44099	Streets - Maintenance & Rep	10-470-4310	10/20/2015	569.71
11/11/2015	6226714	(3.98) Tons COMM Asphalt - Ticket #44174	(3.98) Tons COMM Asphalt - Ticket #44174	Streets - Maintenance & Rep	10-470-4310	10/21/2015	158.83
Vendor: 0692 - St. Louis Automatic Sprinkler Co.							180.10
11/11/2015	7116	Annual inspection - wet fire sprinkler sys.	Annual inspection wet fire sprinkler sys.-Police	Building - Maintenance & Rep	10-470-4295	10/29/2015	260.00
Vendor: 0449 - St. Louis Composting, Inc.							Vendor 0291 - Simpson Construction Material, LLC Total:
11/11/2015	359266	(4) Yds Garden Mix Soil	(4) Yds Garden Mix Soil	Parks-Maintenance & Repair	10-460-4312	10/14/2015	388.93
11/11/2015	359534	(4) Yds Dark Walnut Brown Mulch	(4) Yds Dark Walnut Brown Mulch	Parks-Maintenance & Repair	10-460-4312	10/16/2015	96.00
11/11/2015	359572	(4) Yds Dark Walnut Brown Mulch	(4) Yds Dark Walnut Brown Mulch	Parks-Maintenance & Repair	10-460-4312	10/16/2015	92.00
11/11/2015	359613	(2) Yds Dark Walnut Brown Mulch	(2) Yds Dark Walnut Brown Mulch	Parks-Maintenance & Repair	10-460-4312	10/16/2015	92.00
11/11/2015	360043	(4) Yds Black Gold Cont. Soil	(4) Yds Black Gold Cont. Soil	Parks-Maintenance & Repair	10-460-4312	10/20/2015	46.00
11/11/2015	360185	(2) Yds Kiddie Kushion	(2) Yds Kiddie Kushion	Parks-Maintenance & Repair	10-460-4312	10/21/2015	84.00
11/11/2015	360286	(4) Yds Black Gold Cont Soil	(4) Yds Black Gold Cont Soil	Parks-Maintenance & Repair	10-460-4312	10/21/2015	56.00
Vendor: 1945 - Supreme Turf Products							84.00
11/11/2015	IN130815	(2) 50# Bag 80% Fescue, 20% Rye Grass Seed	(2) 50# Bag 80% Fescue, 20% Rye Grass Seed	Parks-Maintenance & Repair	10-460-4312	10/20/2015	Vendor 0449 - St. Louis Composting, Inc. Total:
11/11/2015	IN130818	Specticle Flo Herbicide 8x18 oz. case	Specticle Flo Herbicide 8x18 oz. case	Parks-Maintenance & Repair	10-460-4312	10/20/2015	150.00
Vendor: 0324 - Terrafl Incorporated							227.00
11/11/2015	0000006422	(5) Loads Clean Fill to Landfill	(5) Loads Clean Fill to Landfill	Concrete Street Replacemen	50-470-6310	10/20/2015	Vendor 1945 - Supreme Turf Products Total:
11/11/2015	0000006455	(2) Loads Clean Fill to Landfill	(2) Loads Clean Fill to Landfill	Concrete Street Replacemen	50-470-6310	10/21/2015	377.00
Vendor: 2516 - The UPS Store #5061							240.00
11/11/2015	82781372579681888399	Shipping fees for tests sent back	Shipping fees for tests sent back	Postage	10-440-4265	10/22/2015	96.00
Vendor: 2516 - The UPS Store #5061 Total:							336.00
Vendor: 2516 - The UPS Store #5061 Total:							12.08
Vendor: 2516 - The UPS Store #5061 Total:							12.08

Board Approval Report				Payment Dates: 11/8/2015 - 11/14/2015	
Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number
					Post Date
					Amount
Vendor: 1652 - Tope Plumbing, Inc.					

Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Payment Dates: 11/8/2015 - 11/14/2015
Vendor: 1652 - Tope Plumbing, Inc., 11/11/2015	102687	431 Glan Tai - Sewer Repair	431 Glan Tai - Sewer Repair	Capital Improvement	70-470-4500	11/01/2015	Amount <u>2,260.00</u>
Vendor: 0310 - Treasurer, St. Louis County 11/11/2015	T10251500094005	(4) Apt. Inspections,(4) Apt inspections Overchg'd	(4) Apt. Inspections,(4) Apt inspections Overchg'd	Professional Fees	10-475-4165	10/25/2015	Vendor 1652 - Tope Plumbing, Inc, Total: <u>2,260.00</u>
11/11/2015	T11011500094004	(16) Apt. Inspections	(16) Apt. Inspections	Professional Fees	10-475-4165	11/01/2015	681.28
11/11/2015	T11011500094004CR	Credit for (4) Apt.	Credit for (4) Apt.	Professional Fees	10-475-4165	11/01/2015	1,199.52
		Inspections overchg'd	Inspections overchg'd				-381.40
Vendor: 0337 - Valley Material 11/11/2015	156304	(9.0) Cu Yds 6 SK Meramec "C" Asphalt	(9.0) Cu Yds 6 SK Meramec "C" Asphalt	Concrete Street Replacemen	50-470-6310	10/16/2015	Vendor 0310 - Treasurer, St. Louis County Total: <u>1,499.40</u>
11/11/2015	156334	(8.0) Cu Yds 7 SK Meramec "C" Asphalt	(8.0) Cu Yds 7 SK Meramec "C" Asphalt	Concrete Street Replacemen	50-470-6310	10/19/2015	771.30
							713.20
						Vendor 0337 - Valley Material Total:	<u>1,484.50</u>
						Grand Total:	<u>43,693.79</u>

INTRODUCED BY ALDERMAN DIEHL

BILL NO. 15-2240

ORDINANCE NO. 15-

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF MANCHESTER, MISSOURI, BY ADDING A NEW SECTION 215.155 RELATING TO OUTDOOR COMMERCIAL COOKING.

WHEREAS, City staff has, after careful consideration, recommended an amendment of the City's Code of Ordinances regarding outdoor commercial cooking; and

WHEREAS, the Board of Aldermen, based on such recommendation, desires to amend the Code of Ordinances by adding a new Section 215.155 to include outdoor commercial cooking within the City, under certain circumstances.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF MANCHESTER, STATE OF MISSOURI, AS FOLLOWS:

Section One: The Code of Ordinances of the City of Manchester is hereby amended by adding a new Section 215.155 which shall, hereafter, read as follows:

SECTION 215.155: OUTDOOR COMMERCIAL COOKING

- A. *Definitions.* For purposes of this section, the following definitions shall apply:

Olfactometer. A scentometer or other device used to detect and measure ambient odor dilution of odors.

Outdoor cooking. Any means of cooking or curing food outside the principal building on a lot through the use of heat or smoke, including, but not limited to, cooking by barbeque grill and meat smokers.

Particulate matter. Particles or subdivisions of solid or liquid matter suspended in a gas or liquid.

Scrubber. A device used to remove particulate matter from smoke emissions.

- B. *Purpose.* These standards and procedures are enacted pursuant to the City's police powers under Section 79.370 RSMo., "to regulate or prevent the carrying on of any business which may be dangerous or detrimental to the public health" and "pass ordinances for the prevention of nuisances and their abatement" in order to enhance the public health, safety and welfare, and prevent the entrance of excessive odorous fumes and particulate matters into the atmosphere and environment of the City of Manchester, and thereby avoid the creation of nuisances and/or presence of disturbing odors which can unreasonably disturb the peaceful enjoyment of property.

INTRODUCED BY ALDERMAN DIEHL

BILL NO. 15-2240

ORDINANCE NO. 15-

- C. *Applicability.* The provisions of this section shall be applicable to all outdoor cooking activities in the C-1 and C-2 Commercial Districts of the City by persons and entities engaged in the sale of food or prepared food for sale.
- D. *Exemption.* Outdoor cooking activities conducted by civic, religious and charitable institutions which engage in such activities fewer than two (2) times per calendar year are exempt from the permitting requirements of this section. The Board of Aldermen may also waive the requirements of this section for other infrequent and sporadic outdoor cooking activities associated with charitable or community purposes if the Board believes the frequency, duration, hours of operation, location, surrounding land uses and topography, and other relevant factors make imposition of the permitting requirements hereinafter provided unnecessary.
- E. *Permit required for outdoor commercial cooking activities.* No person or entity that is in the business of selling and/or preparing food shall engage in any outdoor cooking activities without first obtaining an annual permit issued by the City, in accordance with the following standards:
1. The application for the permit or renewal shall be made in writing in form and with such information as is required by the City and an application fee of one hundred dollars (\$100.00).
 2. All applications for an initial permit or a renewal application involving a material change in the nature, duration or frequency of the proposed activity or the equipment or location to be utilized shall be accompanied by an odor dissipation study performed by an environmental engineer or other person qualified to complete such a study. An odor dissipation study must consider the following:
 - a. The density and proximity of residential districts to the proposed site of the outdoor cooking activities;
 - b. Prevailing wind patterns, atmospheric conditions and natural barriers such as trees and structures that will affect where and how far odors travel;
 - c. The proximity to existing permitted outdoor cooking activities and the potential effect of cumulative odors;
 - d. The character and strength of the odor;

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- e. The character and density of any particulate matter that would be produced;
 - f. The frequency and duration of intended outdoor cooking activities;
 - g. The results of any odor measurements taken utilizing an olfactometer or any other device commonly used to detect the strength of odors; and
 - h. The effect of any proposed mitigating device or practice, such as the use of scrubbers.
3. In considering an application for an initial permit or a renewal application involving a material change in the nature, duration or frequency of the proposed activity or the equipment or location to be utilized, the City shall consider the findings of the odor dissipation study and the written report of the Fire Marshal on the question of whether the proposed activity and equipment complies in all respects with best practices in fire prevention and control. In addition, and for renewal applications, the City shall also consider any other factors pertinent to the permit application such as the proximity of other land uses, topography of the area, the potential effect of siting and operation of the proposed facility on traffic, parking and public safety, demands on public services, the availability and proximity of cleaning and drainage facilities, and any other circumstances which the City may find relevant in light of the nature, duration and frequency of the proposed activity and existing uses and structures in the vicinity. The City may also condition the issuance of a permit on compliance with any requirements or recommendations of the Fire Marshal, and/or require the installation of mediation devices such as smoke scrubbers, if the City determines such conditions or devices will assist in ameliorating foreseeable adverse consequences of the proposed outdoor cooking activity. For renewal applications the City shall also consider the manner in which the permitted facility has been operated in the past, whether the permittee has consistently complied with all applicable standards and conditions and operated the permitted facility in a clean and healthful manner, and whether the permitted activity has intruded upon the peaceable enjoyment of nearby properties or caused unreasonable particulate or odor pollution.
- F. *Safety standards.*
1. Outdoor cooking devices shall be constructed from non-combustible materials and shall be securely affixed to the ground at all times in order

INTRODUCED BY ALDERMAN DIEHL

BILL NO. 15-2240

ORDINANCE NO. 15-

to protect against high winds and inclement weather conditions. Outdoor cooking devices shall be insulated by means of exterior "jacketing" with heat-shielding material.

2. Outdoor cooking devices shall be "skirted" around the bottom in order to mitigate against collection of debris, and the areas surrounding outdoor cooking devices shall be kept in a sufficient state of cleanliness at all times and so as not to attract vermin or insects and so as to avoid litter. Provision shall be made for the capture, collection and removal of ash, drippings, bits of food, and other detritus associated with cooking process in such a manner that the same shall not fall upon the ground.
3. Outdoor cooking devices shall be enclosed by fencing using concrete-filled bollards as fence posts for protection from vehicular traffic and for restriction of pedestrian access. In the event that an outdoor cooking device is subjected to graffiti or otherwise vandalized, immediate steps shall be taken to remove the same and remedy the situation. No signs or banners of any kind (other than a discrete manufacturer's name plate and technical data) may be affixed on or to the cooking device or surrounding equipment unless approved as part of the sign regulations applicable to the property where situated or otherwise in compliance with the City's sign regulations.
4. Outdoor cooking devices must be fueled via dedicated underground natural gas lines; no propane tanks or other removable tanks shall be permitted for fueling outdoor cooking devices.
5. Outdoor cooking devices shall not be installed and/or maintained in any one or more marked parking places on the property where situated if to do so will reduce the number of parking spots provided on the property to a number below that required by the City's Municipal Code.
6. An outdoor cooking device must be located at least three hundred (300) linear feet distant from any residential zoning district lying adjacent to the property where situated.
7. An outdoor cooking device must be located (i) at least fifty (50) linear feet distant from the closest exterior portion of any wall (including any window or door opening on or within the wall) of any building(s) within the property where situated or (ii) if there is a sidewalk alongside and serving any building(s) within the property where situated, then at least fifty (50) linear feet from the outside edge (the edge closest to the street or

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parking lot) of any such sidewalk alongside and serving any building(s) within the property where situated; provided that, upon request of the person or entity making application for a permit under this section, an outdoor cooking device may be located less than fifty (50) linear feet distant from the closest exterior portion of the wall of the building(s) or the closest sidewalk alongside and serving such building(s), subject to the outdoor cooking device being located to the rear of the building(s) and subject to the approval of the City and the Fire Marshal with jurisdiction over the property where the building(s) is (are) located.

8. In addition to the foregoing safety standards, construction and placement of outdoor cooking devices shall comply with all applicable fire and building codes.
- G. *Revocation of permit.* If, in the opinion of the City, an outdoor cooking device is operated in a manner that is detrimental to the area by allowing unreasonable, excessive, prolonged, or disturbing odor or smoke so as to unreasonably disturb any person or property, the City may revoke or amend the permit to operate the outdoor cooking device and abate the nuisance created thereby in accord with the procedures of this section. Any person or entity aggrieved by any determination of the City pursuant to this section may appeal the decision to the City Administrator by filing with the City Administrator a written request therefor stating wherein and why the decision is in error and specifying the facts in support of the appellant's position within five (5) days of the decision. Judicial review of the City Administrator's decision may be had by filing a petition therefor pursuant to Chapter 536, RSMo., in the Circuit Court for St. Louis County, Missouri, within ten (10) days of the manager's decision.
- H. *Penalty for violations.* Any person or entity found to have violated the provisions of this section shall be subject to the general penalty and remedy provisions set forth in sections 215.170 and 215.180 of the City's Municipal Code.
- I. Wherever the word "City" is used herein, such shall mean the City Administrator or his/her designee.

Section Two: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

INTRODUCED BY ALDERMAN DIEHL

BILL NO. 15-2240

ORDINANCE NO. 15-

PASSED AND APPROVED THIS _____ DAY OF _____, 2015.

CITY OF MANCHESTER, MISSOURI

By _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

INTRODUCED BY ALDERMAN OTTENAD

BILL NO. 15-2243

ORDINANCE NO. 15-

AN ORDINANCE AMENDING SECTION 110.025 OF THE CODE OF ORDINANCES RELATING TO ELIGIBILITY FOR ELECTIVE OFFICE AND REPEALING SECTION 105.045 OF THE CODE OF ORDINANCES.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF MANCHESTER, STATE OF MISSOURI, AS FOLLOWS:

Item One: Section 110.025 of the Code of Ordinances of the City of Manchester is hereby amended so that such shall, hereafter, read as follows:

SECTION 110.025: ELIGIBILITY FOR ELECTIVE OFFICE

A. No person shall qualify as a candidate for elective office in the City of Manchester who has been convicted of, been found guilty of or plead guilty to a felony or misdemeanor under the federal laws of the United States of America or to a felony under the laws of this State or an offense committed in another state that would be considered a felony in this State.

B. Any person who files as a candidate for election in the City of Manchester shall be disqualified from participation in the election for which the candidate has filed if such person is delinquent in the payment of any State income taxes, personal property taxes, municipal taxes, real property taxes on the place of residence of the person as stated on his/her Declaration of Candidacy, or if the person is a past or present corporate officer of any fee office that owes any taxes to this State.

C. In addition to any other documents which may be required by this Code, each potential candidate for elective office shall complete and file with the City Clerk an affidavit which shall be consistent with the provisions of Section 115.306 of the Revised Statutes of Missouri, as such may be amended from time-to-time.

Item Two: Section 105.045 of the Code of Ordinances is hereby repealed in its entirety.

Item Three: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

INTRODUCED BY ALDERMAN OTTENAD

BILL NO. 15-2243

ORDINANCE NO. 15-_____

PASSED AND APPROVED THIS _____ DAY OF _____, 2015.

CITY OF MANCHESTER, MISSOURI

By _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

INTRODUCED BY ALDERMAN CLEMENT

BILL NO. 15-

ORDINANCE NO. 15-

AN ORDINANCE ADOPTING AND APPROVING THE BUDGET FOR THE CITY OF MANCHESTER FOR THE YEAR JANUARY 1, 2016 THROUGH DECEMBER 31, 2016, AND APPROPRIATING SUCH SUMS AS SET FORTH HEREIN FOR ALL DEPARTMENTS AND ACCOUNTS THEREIN SPECIFIED.

WHEREAS, the Board of Aldermen has consulted with the City Administrator and Director of Finance in regard to the financial and service needs of the City and its various departments.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF MANCHESTER, STATE OF MISSOURI AS FOLLOWS:

Section One: The budget attached hereto and, by reference thereto made a part hereof, is hereby adopted for the year commencing on January 1, 2016 and ending December 31, 2016.

Section Two: With regard to said budget, the following amounts are hereby appropriated by fund:

Fund	Fiscal Year 2016 Appropriation
General Fund	\$9,004,169
Debt Service Fund	571,900
Capital Projects Fund	1,516,500
Parks and Storm Water Projects Fund	2,281,200
Homecoming Fund	43,930
Sanitary Sewer Repair Fund	269,300
Tax Increment Financing Fund	7,051,860
Manchester Arts Fund	27,700
	TOTAL: \$20,766,559

Section Three: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED THIS ____ DAY OF _____, 2015.

CITY OF MANCHESTER, MISSOURI

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

INTRODUCED BY ALDERMAN OTTENAD

BILL NO. 15-

ORDINANCE NO. 15-

AN ORDINANCE AMENDING CERTAIN PROVISIONS OF CHAPTER 520 OF THE CODE OF ORDINANCES OF THE CITY OF MANCHESTER RELATING TO THE CITY'S SEWER LATERAL REPAIR PROGRAM.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF MANCHESTER, STATE OF MISSOURI, AS FOLLOWS:

Section One: Section 520.060 of the Code of Ordinances of the City of Manchester is hereby amended so that such shall, hereafter, read as follows:

Section 520.060 General Regulations and Procedures.

- A. The Sanitary Sewer Lateral Repair Program is intended to be an "insurance type" program offering homeowners protection against costly and unforeseen emergency repair to their sanitary sewer lateral. To that extent, the following general regulations and procedures shall apply to payment under the program:
 1. An application form and release form authorizing work on the property shall be submitted to the Public Works Department by the property owner(s), together with a fee in such amount as the Board of Aldermen shall determine, from time-to-time, as part of the City's annual budget discussions and adoption.
 2. The City shall verify with St. Louis County that the property owner(s) has paid any and all fees required under this program and is not in arrears for any past fee assessment(s).
 3. The City shall verify the existence of a problem by use of a video recording camera through a licensed plumbing company retained by the City. This company will schedule an appointment with the owner(s) to do the video camera work.
 4. The City shall review the video recording and plumber's report and either accept or deny the requested repairs. If repairs are denied, the owner(s) is (are) refunded the deposit fee, less the cost to complete the video camera service and cabling, as appropriate.
 5. The City shall award all City residential sewer lateral replacement work to its primary repair contractor (hereinafter "PRC"). The maximum amount of funds that can be spent on any one (1) lateral repair from the Sanitary Sewer

INTRODUCED BY ALDERMAN OTTENAD

BILL NO. 15-

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Repair Fund is Six Thousand Dollars (\$6,000.00) nor shall the total payments for repairs under the program exceed, in any calendar year, an amount equal to one hundred twenty percent (120%) of those amounts collected by the City by way of the assessment levied under Section 520.040 for the prior calendar year.

6. The PRC shall visit the site and inform the owner(s) of any personal items in the way that must be removed by and at the expense of the owner(s). These items may include, but not be limited to, fences, playgrounds, yard decorations, flower beds, trees, and the like.
7. The PRC shall notify all utility companies affected by the proposed repairs. The utility companies shall, in turn, locate any utility lines buried near the work site. Painted lines and/or flags shall be placed on the lawn/surface, in most cases, to identify the location of such utilities.
8. The PRC shall obtain a permit from the St. Louis County Public Works Department and perform any required repairs.
9. St. Louis County and the City shall inspect the work as it progresses.
10. After the repairs or replacement work is completed, the PRC will backfill and compact the trench, by means of water jetting or mechanical means, to MSD specifications and remove all excess excavated materials from the property. The PRC shall seed and straw all disturbed areas.
11. The City shall pay the PRC only after receipt of lien waivers, affidavit of compliance with wage rate and written one (1) year workmanship guarantee.
12. A release form shall be completed and submitted with the program application form by at least one (1) of the property owner(s) granting permission for the City and PRC to enter upon the property to perform work related to the program.
13. The property owner(s) shall be responsible for all other site restoration.
14. Reimbursement under this program will be subordinate to any insurance or other financial protections, including disaster recovery funds from the Federal, State, County or City, as well as settlements from potential litigation against parties, other than the City, to which the property owner(s) is or may become entitled.

- B. The following costs are authorized for reimbursement or payment under this program:

INTRODUCED BY ALDERMAN OTTENAD

BILL NO. 15-

ORDINANCE NO. 15-

1. The cost of video inspection of the sanitary sewer lateral to determine the location and cause of any blockage or break.
 2. The cost of removal and reinstallation of any portion of private driveway or sidewalk necessary for excavation to repair or replace the sewer lateral.
 3. The cost of excavation and repair or replacement of the residential sanitary sewer lateral from the MSD sewer main to the foundation of the affected residence. Excavation and repair under any structure, including the residence or detached garage, is not covered by the program.
 4. Site restoration is limited to re-establishment of a reasonable yard grade using materials on-site.
 5. The cost to remove and replace any public street or sidewalk area necessary to perform a repair.
 6. Administrative costs incurred by the City including, but not limited to, bidding, contract management, materials and labor for repair to public infrastructure and other off-site work done by the City under the program. Such costs shall include recovery of the proportional amount of salary and benefits costs incurred in administration of this program. Such costs shall be reimbursed to the general funds of the City as miscellaneous income.
- C. The following costs are not authorized for reimbursement or payment under the program:
1. The cost of interior clean-up or other damage to the interior of the home or personal property caused by sanitary sewer back-ups resulting from the failure to the sanitary sewer lateral.
 2. The cost of lost wages or income to the residence occupant(s) due to absence from work necessary to cooperate with the City or PRC to complete any repairs necessary under the program.
 3. Any property owner's cost of cabling or other similar methods to attempt to clear a sewer blockage.
 4. The cost of site restoration or reinstallation by the homeowner for items as noted under Item A.6 above.

INTRODUCED BY ALDERMAN OTTENAD

BILL NO. 15-

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5. If it is determined that the need for such repair or replacement of the sanitary sewer lateral is determined to be the result of any act of God or natural disaster, or the result of negligence or damage during the course of other excavation or construction on the site.

Section Two: Section 520.070 of the Code of Ordinances of the City of Manchester is hereby amended so that such shall, hereafter, read as follows:

Section 520.070 Administration of Program.

Responsibility for administration and management of the Sanitary Sewer Lateral Repair Program is hereby assigned to the Department of Public Works. The Public Works Department Head shall prepare specifications and solicit bids, not less frequently than bi-annually, from qualified plumbing contractors to provide services under the program.

Section Three: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED THIS _____ DAY OF _____, 2015.

CITY OF MANCHESTER, MISSOURI

By _____
Mayor

ATTEST:

City Clerk


APPROVED AS TO LEGAL FORM:

City Attorney



MEMORANDUM

TO: Andy Hixson, City Administrator

FROM: Bob Ruck, Director of Public Works 

DATE: November 11, 2015

SUBJECT: Revisions to the Sanitary Sewer Lateral Repair Program Ordinance

As you are aware, at the 2016 budget workshops, the Board of Aldermen authorized the application fee for participation in the City's sewer lateral repair program be raised to \$360.00 beginning January 1, 2016. After those meetings, I reviewed the ordinance pertaining to the sewer lateral repair program to determine how to proceed with implementing the increase. As it appeared to me that the ordinance would need to be amended, I contacted City Attorney Patrick Gunn for his review and advice. Attorney Gunn's research confirmed that the ordinance would need to be amended.

In reading through the ordinance in regard to the matter noted above, I found a number of areas which were outdated and/or where wording revision was needed. Attorney Gunn and I worked together to accomplish the revisions to the ordinance. One of those revisions will allow future Boards of Aldermen to increase or decrease the program application fee without having to amend the ordinance.

A bill for the revised ordinance has been placed on the Board of Aldermen's meeting agenda on Monday, November 16, 2015. Action on the bill over the course of the next two Board meetings will allow for the implementation of the fee increase to \$360.00 on January 1, 2016.

cc: David L. Willson, Mayor
Dave Tuberty, Director of Finance
Ruth Baker, City Clerk

INTRODUCED BY ALDERMAN BAUMANN

BILL NO. 15-

ORDINANCE NO. 15-

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF MANCHESTER TO ENTER INTO AN AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION IN CONNECTION WITH A FEDERAL AID PROGRAM PROJECT RELATING TO THE CONSTRUCTION OF THE REPLACEMENT OF THE SPRING MEADOWS DRIVE BRIDGE IN THE CITY OF MANCHESTER.

WHEREAS, the United States Government has authorized a Surface Transportation Program (STP) to fund transportation-related projects; and,

WHEREAS, the City of Manchester desires to construct the replacement of the Spring Meadows Drive Bridge in the City of Manchester; and,

WHEREAS, the Missouri Department of Transportation requests that the City of Manchester enter into an agreement with the Missouri Highways and Transportation Commission in connection with Federal Project No. STP5500(683) (East-West Gateway Council of Governments TIP No. 6608-16) for the construction of the bridge replacement.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF MANCHESTER, STATE OF MISSOURI, AS FOLLOWS:

Section One: The City Administrator is hereby authorized to enter into an agreement with the Missouri Highways and Transportation Commission in connection with Federal Project No. STP5500(683) (East-West Gateway Council of Governments TIP No. 6608-16) for the construction of the replacement of the Spring Meadows Drive Bridge in the City of Manchester, under the terms and conditions of the Missouri Highways and Transportation Commission STP-Urban Program Agreement, a copy of which is attached hereto and incorporated herein by reference thereto as Exhibit "A".

Section Two: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED THIS ____ DAY OF _____, 2015.

CITY OF MANCHESTER, MISSOURI

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

Exhibit "A"

CCO Form: FS11
 Approved: 07/96 (KMH)
 Revised: 08/15 (MWH)
 Modified:

CFDA Number: CFDA #20.205
 CFDA Title: Highway Planning and Construction
 Award name/number: STP 5500(683)
 Award Year: 2016
 Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
 STP-URBAN PROGRAM AGREEMENT**

THIS STP-URBAN AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Manchester, St. Louis County, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Moving Ahead for Progress in the 21st Century Act (MAP-21) 23 U.S.C. §133, authorizes a Surface Transportation Program (STP) to fund transportation related projects; and

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STP funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to grant the use of STP funds to the City. The improvement contemplated by this Agreement and designated as Project STP-5500(683) involves:

Spring Meadows Drive Bridge over Grand Glaize Creek – Bridge replacement including the addition of a 5 foot sidewalk on the west side

The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STP-5500(683) by the Commission is within the city limits of Manchester, Missouri. The

general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

Spring Meadows Drive Bridge over Grand Glaize Creek,
approximately 200 feet east of Baxter Road and 0.2 miles north of
Manchester Road

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STP system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense

whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(9) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STP for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.

(10) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and

the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(11) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. However upon written request by the City and the written acceptance by the Commission, the Commission shall acquire right of way for the City. Upon approval of all agreements, plans and specifications by the Commission and the FHWA, the commission will file copies of said plans in the office of the county clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of City, and the City will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the City. The City shall pay into court all awards and final judgments in favor of any such condemnees. The City shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

(12) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent not to exceed \$664,000.00. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for

federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the City under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the City to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(13) PERMITS: The City shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(14) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STP-5500(683) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(16) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by DBEs to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(17) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(18) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STP improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(21) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(22) AUDIT REQUIREMENT: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(23) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(24) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(25) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(26) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(27) COMMISSION REPRESENTATIVE: The Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(28) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City:
14318 Manchester Road
Manchester, Missouri 63011
Facsimile No.: 636-227-5438

(B) To the Commission:
1590 Woodlake Drive
Chesterfield, Missouri 63017
Facsimile No.: 573-522-6480

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(29) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, et seq.). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (29) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order,

administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(30) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(31) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(32) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this ____ day of _____, 20____.

Executed by the Commission this ____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

City

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

By _____

Title _____

[If needed to authorize a city official
to execute the agreement.]

Ordinance No: _____

Exhibit A - Location of Project

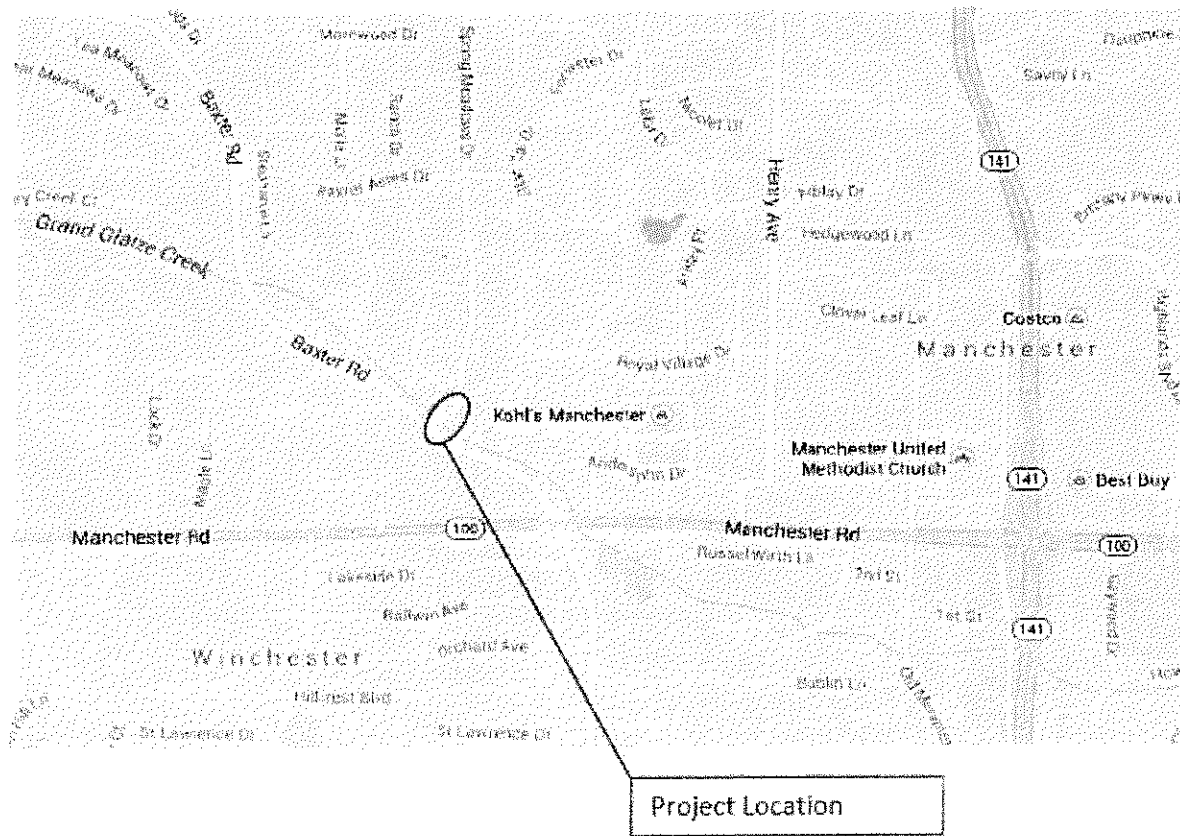


Exhibit B – Project Schedule

Project Description: Spring Meadows Drive Bridge Replacement, STP-5500(683)

Activity Description	Start Date (MM/YYYY)	Finish Date* (MM/YYYY)	Time Frame (Months)
Receive Notification Letter	07/2015	07/2015	1.0
Execute Agreement (Project sponsor & DOT)	07/2015	10/2015	3.0
Engineering Services Contract Submitted & Approved ¹	10/2015	11/2015	1.0
Obtain Environmental Clearances (106, CE-2, etc.)	11/2015	11/2015	1.0
Public Meeting/Hearing	12/2015	12/2015	1.0
Develop and Submit Preliminary Plans	12/2015	05/2016	6.0
Preliminary Plans Approved	06/2016	06/2016	1.0
Develop and Submit Right-of-Way Plans	07/2016	10/2016	3.0
Review and Approval of Right-of-Way Plans	11/2016	12/2016	2.0
Submit & Receive Approval for Notice to Proceed for Right-of-Way Acquisition (A-Date) ²	12/2016	12/2016	1.0
Right-of-Way Acquisition	01/2017	09/2017	9.0
Utility Coordination	01/2017	10/2017	10.0
Develop and Submit PS&E	01/2017	10/2017	10.0
District Approval of PS&E/Advertise for Bids ³	10/2017	12/2017	2.0
Submit and Receive Bids for Review and Approval	01/2018	02/2018	2.0
Project Implementation/Construction	04/2018	09/2018	6.0

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

Exhibit C

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

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I. General	1
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VI. Record of Materials, Supplies, and Labor	5
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ATTACHMENTS

- A. Employment Preference for Appalachian Contracts
(Included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all

related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed

in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for

minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA

each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour

Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made

either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of

a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality,

quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this

transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and

frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT PREFERENCE FOR
APPALACHIAN CONTRACTS**
(Applicable to Appalachian contracts only.)

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification,

(c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.

5. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

INTRODUCED BY ALDERMAN DIEHL

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF MANCHESTER TO ENTER INTO AN AGREEMENT WITH CONTRACTORS WELDING, INC. IN AN AMOUNT NOT TO EXCEED TWENTY-EIGHT THOUSAND SEVEN HUNDRED TWENTY-FIVE DOLLARS (\$28,725.00) TO PROVIDE ALUMINUM FENCE COMPONENTS INCLUDING THE CUSTOM FABRICATION OF CORNER AND LINE POSTS FOR REPLACEMENT OF PICKET FENCES LOCATED AT CITY HALL AND THE WEST CITY ENTRANCE MARKER AT THE SULPHUR SPRING ROAD AND MANCHESTER ROAD INTERSECTION IN THE CITY OF MANCHESTER.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF MANCHESTER, STATE OF MISSOURI, AS FOLLOWS:

Section One: The City Administrator is hereby authorized to enter into an agreement on behalf of the City with Contractors Welding, Inc. for providing aluminum fence components including the custom fabrication of corner and end posts for replacement of picket fences located at City Hall and the West City entrance marker pursuant to the quantities and descriptions for said fence components. The terms and conditions of such agreement shall be as set forth in the documents upon which the estimates from Contractors Welding, Inc. were submitted. The amount to be expended by the City for such fence components shall not exceed Twenty-Eight Thousand Seven Hundred Twenty-Five Dollars (\$28,725.00).

Section Two: A copy of the estimates from Contractors Welding, Inc. is attached to this Resolution and is incorporated herein by reference thereto and marked Exhibit "A".

Section Three: The City Administrator is hereby authorized to do any and all things necessary in order to carry out the terms and conditions of the contract referred to therein.

Section Four: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED THIS _____ DAY OF _____, 2015.

CITY OF MANCHESTER, MISSOURI

Mayor

ATTEST:

City Clerk

INTRODUCED BY ALDERMAN DIEHL

RESOLUTION NO. 15-

APPROVED AS TO LEGAL FORM:

City Attorney



MEMORANDUM

TO: Andy Hixson, City Administrator

FROM: Bob Ruck, Director of Public Works *(BR)*

DATE: November 12, 2015

SUBJECT: City Hall and West Marker Picket Fences Replacement

The 2015 Capital Projects Fund budget has funded \$45,000.00 for the complete replacement of the picket fences located at City Hall and west City entrance marker at the Sulphur Spring Road/Manchester Road intersection. To make the new picket fences low maintenance, the replacement materials are to be aluminum posts, rails and fittings as well as plastic lumber pickets and base boards. The current materials are steel and wood respectively. The replacement work itself will be performed by City staff.

To replicate the current corner and line posts as close as possible requires the custom fabrication of the replacement posts from aluminum materials. As this custom fabrication work is a specialty service, I have contacted Contractor Welding Inc. to prepare a proposal (copy attached) to provide all of the aluminum components required for the fence replacement work including the custom fabrication and the white powder coated painting of all pieces. Contractors Welding is well qualified to provide the requested services and has performed various welding repairs and tasks for the City including assisting with repairs to the current fencing when it has been damaged by vehicles. Contractors Welding is owned by Mr. Ray Klein, a Manchester resident. In addition to his company having provided services to the City, Mr. Klein has performed volunteer work and provided equipment for the Homecoming Fair in the past.

I request that the City award a contract to Contractors Welding Inc. in the amount of \$28,725.00 to prepare and provide all aluminum components for the fence replacement work as detailed in their proposal. I have asked that a resolution for this purchase be prepared and placed on the Board of Aldermen's November 16,

2015 meeting agenda for their consideration and requested approval. A proposal and resolution for the purchase of the plastic lumber materials will be readied for the Board of Aldermen's December 7, 2015 meeting.

Should you have any questions concerning this matter, please contact me.

attachment

cc: Dave Tuberty, Director of Finance
Ruth Baker, City Clerk

CONTRACTORS WELDING
313 W. THORNTON
ST. LOUIS, MO 63119
314-962-0202
Fax 314-968-0790
cwi@contractorswelding.com

ESTIMATE

November 12, 2015
Estimate # 1010 - A

To City of Manchester

Customer ID -
Manchester Public Work

Salesperson	Job	Payment Terms	Due Date
RAY KLEIN	City Hall	Due on receipt	

Qty	Description	Unit Price	Line Total
	Fabricate new fence parts for Sulphur Springs and Manchester		
	12 corner post with 6" ball caps with lower brackets for the kick board		
	17 center post with pointed caps with lower brackets for the kick board		
1	60 TOTAL - 10 center rails with clips top and bottom - 2' to 4'		20,750.00
	5 center rails with clips top and bottom - 5' to 6'		
	15 center rails with clips top and bottom - 7' to 8'		

ALL MATERIAL IS ALUMINUM AND POWDER COATED WHITE

Subtotal	\$20,750.00
Sales Tax	\$ 0.00
Total	20,750.00

Quotation prepared by: _____

This is a quotation on the goods named, subject to the conditions noted below: [Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.]

To accept this quotation, sign here and return: _____

Thank you for your business!

CONTRACTORS WELDING
313 W. THORNTON
ST. LOUIS, MO 63119
314-962-0202
Fax 314-968-0790
cwi@contractorswelding.com

ESTIMATE

November 12, 2015

Estimate # 1009 - A

To City of Manchester

Customer ID -
 Manchester Public Work

Salesperson	Job	Payment Terms	Due Date
RAY KLEIN	Sulphur Springs	Due on receipt	

Qty	Description	Unit Price	Line Total
	Fabricate new fence parts for Sulphur Springs and Manchester		
	6 corner post with 6" ball caps with lower brackets for the kick board		
	15 center post with pointed caps with lower brackets for the kick board		
1	14 center rails with clips top and bottom - 7' to 8'		7,975.00
	6 center rails with clips top and bottom - 4' to 5'		
	ALL MATERIAL IS ALUMINUM AND POWDER COATED WHITE		

Subtotal \$ 7,975.00
 Sales Tax \$ 0.00
 Total \$ 7,975.00

Quotation prepared by: _____

This is a quotation on the goods named, subject to the conditions noted below: [Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.]

To accept this quotation, sign here and return: _____

Thank you for your business!

INTRODUCED BY ALDERMAN HAMILL

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF MANCHESTER TO ENTER INTO A CONTRACT WITH WOLFE ARCHITECTURE & DESIGN, LLC IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY-ONE THOUSAND DOLLARS (\$121,000.00) FOR ARCHITECTURAL AND RELATED SERVICES, INCLUDING ESTIMATED REIMBURSABLES OF TWO THOUSAND DOLLARS (\$2,000.00), ALL RELATING TO THE CITY'S PARKS BUILDING ADDITION PROJECT.

BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF MANCHESTER, STATE OF MISSOURI, AS FOLLOWS:

Section One: The City Administrator is hereby authorized to enter into a contract on behalf of the City with Wolfe Architecture & Design, LLC, in an amount not to exceed One Hundred Twenty-One Thousand Dollars (\$121,000.00) for architectural, landscape design, and construction administration services, including estimated reimbursables of Two Thousand Dollars (\$2,000.00), all relating to the City's Parks Building Addition Project. The terms and conditions of such contract shall be as set forth in the contract documents up on which said proposal was made.

Section Two: A copy of the AIA Document B101-2007 offered by Wolfe Architecture & Design, LLC is attached to this Resolution and is incorporated herein by reference thereto and marked Exhibit "A".

Section Three: The City Administrator is hereby further authorized to do any and all things necessary in order to carry out the terms and conditions of the contract referred to therein.

Section Four: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED THIS _____ DAY OF _____, 2015.

CITY OF MANCHESTER, MISSOURI

By _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney



Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 11 day of November in the year 2015
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City Administrator
City of Manchester
14318 Manchester Road
Manchester, MO 63011

and the Architect:
(Name, legal status, address and other information)

Wolfe Architecture & Design
7412 Manchester Road
St. Louis, MO 63143

for the following Project:
(Name, location and detailed description)

Manchester Community Building
359 Old Meramec Station Road
Manchester, MO 63021
Update and produce Construction Documents for the renovations and additions to the
Manchester Parks Building as outlined in the 2014 Schematic Design Study

The Owner and Architect agree as follows.
The Architect, SWT and the City's Engineers will further develop the design for the
remodel, expansion and upgrades to the existing Parks building as outlined in the
proposed 2015 conceptual design package.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

See Attachment A

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

September 2016

- .2 Substantial Completion date:

May 2017

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

init.

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2

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. Ray Rikimaru, Jenny Gosso, Marc Ruemmler, Jay Wohlschlaeger (SWT).

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)
(Paragraphs deleted)
See Attachment 'D'

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 but do not include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and coordinate with the city's engineers on the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES - Project scope based on previous phase

(Paragraphs deleted)

§ 3.2.7 The Architect shall confirm and update the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall in conjunction with the city's engineers submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.1.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect in conjunction with the city's engineers shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in obtaining competitive bids confirming responsiveness of bids determining the successful bid.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

1. procuring the reproduction of Bidding Documents for distribution to prospective bidders;

Init.

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- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.5.1.1 The Owner and Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, the Architect shall prepare and distribute addenda identifying approved distributions to all perspective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect in conjunction with the city's engineers shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor, the city's engineers or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

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§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be

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entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

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Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	Architect -completed	
§ 4.1.2 Multiple preliminary designs	Architect	
§ 4.1.3 Measured drawings	Architect	
§ 4.1.4 Existing facilities surveys	Horner & Shfrin	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Architect	
§ 4.1.6 Building Information Modeling (B202™-2008)	n/a	
§ 4.1.7 Civil engineering	Horner & Shfrin	
§ 4.1.8 Landscape design	SWI	
§ 4.1.9 Architectural Interior Design (B252™-2007)	Architect/finishes	
§ 4.1.10 Value Analysis (B204™-2007)	Owner	
§ 4.1.11 Detailed cost estimating	Architect & Horner & Shfrin	
§ 4.1.12 On-site Project Representation (B207™-2008)	Architect & Horner & Shfrin	
§ 4.1.13 Conformed construction documents	Architect & Horner & Shfrin	
§ 4.1.14 As-Designed Record drawings	Architect & Horner & Shfrin	
§ 4.1.15 As-Constructed Record drawings	Additional Service	
§ 4.1.16 Post occupancy evaluation	Additional Service	
§ 4.1.17 Facility Support Services (B210™-2007)	n/a	
§ 4.1.18 Tenant-related services	n/a	
§ 4.1.19 Coordination of Owner's consultants	Architect	
§ 4.1.20 Telecommunications/data design	Horner & Shfrin	
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	Owner, Horner & Shfrin	
§ 4.1.22 Commissioning (B211™-2007)	Horner & Shfrin	
§ 4.1.23 Extensive environmentally responsible design	n/a	
§ 4.1.24 LEED® Certification (B214™-2012)	n/a	
§ 4.1.25 Fast-track design services	n/a	
§ 4.1.26 Historic Preservation (B205™-2007)	n/a	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)	Owner	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Record Drawings and Post Occupancy Evaluation may be performed on an hourly basis

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

1. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality,

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- complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Twenty (20) visits to the site by the Architect over the duration of the Project during construction
- .3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Three (3) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within nine (9) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

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§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and the city's engineers and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect and the city's engineers, the costs of the land, rights-of-way, financing, and contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

1. give written approval of an increase in the budget for the Cost of the Work;
2. authorize rebidding or renegotiating of the Project within a reasonable time;
3. terminate in accordance with Section 9.5;
4. in consultation with the Architect and the city's engineers, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
5. implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

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§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

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§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.1.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other.

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§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

10.9 Indemnification: The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors and employees (collectively, Owner) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Architect's negligent performance of professional services under this Agreement and that of its sub consultants or anyone for whom the Architect is legally liable. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and sub consultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Owner's negligent acts in connection with this Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Owner is legally liable.

10.10 Limitation of Liability: In recognition of the relative risks and benefits of the Project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and Architect's officers, directors, partners, employees, shareholders, owners and sub consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect and Architect's officers, directors, partners, employees, shareholders, owners and sub consultants shall not exceed the Architect's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

10.11 Information Provided by Others: The Owner shall furnish, at the Owner's expense, all information, requirements, reports data, surveys and instructions required by this Agreement. The Architect may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Architect and his consultants shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner and/or the Owner's consultants and contractors.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

See Attachment 'B'

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

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(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

See Attachment 'C'

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

See Attachment 'C'

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:

Consultants Hourly Rate plus the Architects time to manage the consultant

(Table deleted)

(Paragraph deleted)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Attachment 'C'

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

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§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Compensation will be determined by the level of completion and negotiated at the time of termination

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of none (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

two % per month

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

none

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Attachment 'A' Conceptual Design Documents
Attachment 'B' Fees
Attachment 'C' Hourly Rates & Expenses
Attachment 'D' Certificate of Insurance

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This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

City Administrator City of Manchester

(Printed name and title)

ARCHITECT

(Signature)

Matt Wolfe Principal

(Printed name and title)

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Attachment 'B'

Manchester Parks & Recreation Department

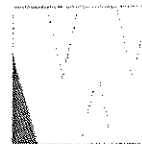
Fee Proposal updated: 10.5.15

Summary

Total Construction Budget		3,400,000
Architectural + Landscape Fee (base on % of constructic	3.5%	119,000
Horner & Shifrin Civil		
Horner & Shifrin Structural		
Horner & Shifrin MEP+FP		
Reimbursables	Estimated	2,000
TOTAL		121,000

Fee Breakdown

Phase		Fee
Schematic	20%	23,800
Design Development/Construction Documents	55%	65,450
Bidding & Negotiations	5%	5,950
Construction Administration (CA)	20%	23,800
TOTAL SERVICES	100%	119,000
Additional Services (Hourly)	120 per hour	
Reimbursables		
Mileage	0.55 / mile	
Large Format Printing	6.00 each	
Permits / inspection fees		
In- house Printing (11 x 17) Color	1.75 each	
In- house Printing (11 x 17) B&W	1.25 each	
In- house Printing (8.5 x 11) Color	1.00 each	
In- house Printing (8.5 x 11) B&W	0.50 each	
TOTAL REIMBURSABLES	Estimate	2,000
TOTAL		121,000



Attachment 'C'

Wolfe Architecture & Design (WolfeAD) Hourly Rate Schedule & Reimbursable Expenses 2015
(Rates are subject to updates every 12 months.)

Hourly Rates:

Principal	\$120/hour
Architect/Designer	\$95/hour

Reimbursable in-house Expenses:

Large format B&W	\$1.00/square foot
Book binding	As needed
Copy/Printing (11 x 17) Color	1.75 each
Copy/Printing (11 x 17) B&W	1.25 each
Copy/Printing (8.5 x 11) Color	1.00 each
Copy/Printing (8.5 x 11) B&W	0.50 each

Outsourced printing & scanning:

WolfeAD routinely shops vendors to get the most competitive price available.
Printing and binding is billed as needed.

Travel:	Automobile	Car rental fee or IRS rates/mile
	Airline tickets	As needed
	Hotel accommodations	As needed
	Meals while traveling	As needed
	Parking	As needed

Other:	Phone calls	None
	Postage/Couriers	As needed
	Aerial photography	As needed
	Soil Borings and analysis	As needed
	Surveys	As needed
	Permit Fees	As needed

INTRODUCED BY ALDERMAN STEVENS

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF MANCHESTER TO ENTER INTO A CONTRACT WITH HORNER & SHIFRIN, INC. IN AN AMOUNT NOT TO EXCEED SEVENTY THOUSAND THREE HUNDRED DOLLARS (\$70,300.00), PLUS REIMBURSABLES FOR EXPENSES NOT TO EXCEED TWO THOUSAND ONE HUNDRED DOLLARS (\$2,100.00) FOR A GRAND TOTAL OF SEVENTY-TWO THOUSAND, FOUR HUNDRED DOLLARS (\$72,400.00), TO PROVIDE THE CITY WITH ENGINEERING SERVICES FOR THE NEW PARKS AND RECREATION BUILDING IN THE CITY OF MANCHESTER.

WHEREAS, in response to the City's request, Horner & Shifrin, Inc. submitted a proposal to provide engineering services for the new Parks and Recreation Building; and,

WHEREAS, the Director of Parks and Recreation has reviewed the submitted contract for engineering services and believes that the contract submitted by Horner & Shifrin, Inc. is a responsible contract; and,

WHEREAS, the City's 2015 budget has available funding in the Parks and Stormwater Account for the new Parks and Recreation Building in the City of Manchester.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF MANCHESTER, STATE OF MISSOURI, AS FOLLOWS:

Section One: The City Administrator is hereby authorized to enter into a contract on behalf of the City with Horner & Shifrin, Inc. in an amount not to exceed Seventy Thousand Three Hundred Dollars (\$70,300.00), plus reimbursables for expenses not to exceed Two Thousand One Hundred Dollars (\$2,100.00) for a grand total of Seventy-Two Thousand, Four Hundred Dollars (\$72,400.00), to provide the City engineering services for the new Parks and Recreation Building. The terms and conditions of such contract shall be as set forth in the contract documents upon which said proposal was made.

Section Two: A copy of the contract from Horner & Shifrin, Inc. is attached to this Resolution and is incorporated herein by reference thereto and marked Exhibit "A".

Section Three: The City Administrator is hereby authorized to do any and all things necessary in order to carry out the terms and conditions of the contract referred to therein.

INTRODUCED BY ALDERMAN STEVENS

RESOLUTION NO. 15-

Section Four: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED THIS _____ DAY OF _____, 2015.

CITY OF MANCHESTER, MISSOURI

By _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

EJCDC®

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

License Agreement [Standard Documents version]

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5. As between contracting parties, once the document is ready to be finalized (and if applicable executed by the contracting parties), it is no longer necessary to continue to show changes to the Standard EJCDC Text. The parties

may produce a final version of the document in a format in which all changes are accepted, and the document at that point does not need to include any "Track Changes," redline/strikeout, highlighting, or other indication of additions and deletions to the Standard EJCDC Text.

6. If the attached document is revised or altered and then presented to others (such as potential bidders, grant agencies, lenders, or sureties) as an EJCDC document, then the changes to the Standard EJCDC Text must be shown, or the third parties must receive access to a version that shows the changes.
7. The attached EJCDC document may contain "Notes to User," bracketed comments, or prompts that provide instructions for filling in project-specific information, selecting the appropriate clause from a list of options, or making additions or deletions, or that give background information regarding a particular provision. The user may (and in most cases should) delete these notes, comments, and prompts during the drafting process. Deletion of such notes, comments, and prompts is not subject to the License Agreement requirement that additions or deletions to Standard EJCDC Text be shown clearly, and therefore does not need to be shown with "Track Changes," redline/strikeout, highlighting, or other means of indicating changes, at any point in the drafting process.
8. The attached EJCDC document may contain exhibits that are to be used to set out project-specific provisions, such as scope of services, compensation, and insurance requirements. These exhibits are meant to be revised, supplemented, and altered by the user, or discarded if not applicable to the specific project. The text of the various exhibits is not considered Standard EJCDC Text and is not subject to the License Agreement requirement that additions or deletions to the Standard EJCDC Text be shown clearly, and therefore does not need to be shown with "Track Changes," redline/strikeout, highlighting, or other means of indicating changes, at any point in the drafting process.
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c/o National Society of Professional Engineers
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Alexandria, VA 22314
Phone: (703) 684-2845
Fax: (703) 836-4875
e-mail: aschwartz@nspe.org

You acknowledge that you have read this License Agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the License Agreement and supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this License Agreement.

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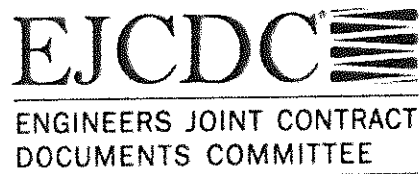
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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



SPECIAL NOTE ON USE OF THIS FORM

This abbreviated Agreement form ("Short Form") is intended for use only for professional services of limited scope and complexity. It does not address the full range of issues of potential importance to the parties. Depending on the scope and complexity of the services and the project, the Owner and Engineer may be better served by using the Agreement Between Owner and Engineer for Professional Services (EJCDC® E-500, 2014 Edition), or one of the several special-purpose EJCDC professional services agreement forms.

If the Owner intends to enter into a construction contract for implementation of a design prepared under the Short Form, or otherwise associated with professional services provided under the Short Form, Owner may wish to consider using EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition, and other 2013 EJCDC Construction Series documents. The terms and provisions used in EJCDC® C-700 and the other EJCDC Construction Series documents are consistent with those used in the Short Form.

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**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of November 10, 2015 ("Effective Date") between the City of Manchester ("Owner") and Horner & Shifrin, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Manchester Parks and Recreation Building Renovation ("Project").

Engineer's services under this Agreement are generally identified in Exhibit A.

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within a period of time agreed upon with the Owner.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 Payment Procedures

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Lump Sum*

A. Owner shall pay Engineer for Services as follows:

1. A Lump Sum amount of \$70,300.
2. In addition to the Lump Sum amount, reimbursement for the following expenses are anticipated: Printing/Reproduction and Travel.

B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. **Engineer's standard hourly rates are attached as Appendix 1.**

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.

c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.

- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.

- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Attachments:*

Exhibit A, Engineer's Scope of Services

Appendix 1, Engineer's Standard Hourly Rates

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Manchester

By: _____
Print name: _____
Title: _____
Date Signed: _____

Engineer: Horner & Shifrin, Inc.

By: Gino E.B. Bernard
Print name: Gino Bernard, P.E.
Title: Vice President
Date Signed: November 10, 2015

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

401 S. 18th St., Ste. 400
St. Louis, MO 63103

This is **EXHIBIT A**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated November 10, 2015.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.
Engineer shall provide Basic and Additional Services as set forth below.

Site/Civil:

1. Site Layout and Design
2. Site Grading
3. Storm Sewer Design and Layout
4. Hydraulic Analysis and Calculations
5. Retaining Wall Layout and Design
6. General Notes and Control Points
7. Existing Conditions and Demolition Plan
8. Site Plan
9. Grading Plan
10. Storm Sewer Profiles
11. Site/Drainage Details
12. Drainage Area Map
13. Sanitary Lateral Coordination with City
14. MSD Submittal and Coordination
15. Technical Specifications
16. Construction Cost Estimate
17. Shop Drawing Review
18. Response to RFI's

Water Quality (BMPs):

1. BMP Sections
2. BMP Drainage Area Map
3. BMP Details
4. Amended Soils Exhibit
5. Stormwater Management Facilities Report per MSD Requirements

Structural:

1. New foundation plan for an interior courtyard / multipurpose room addition, requires specialized foundations
2. New floor framing plan of the conference room and storm shelter
3. New floor framing for new maintenance and storage floor
4. New framing for outdoor patio?? Or slab on grade.
5. New roof framing for new conference room area, concern of snow drifts on existing
6. New roof framing for new multipurpose area, concern of snow drifting onto adjacent roofs.
7. New framing for new maintenance addition, one wall will require specialized column system.
8. New retaining wall and barrier
9. Shop drawing review
10. RFI/ Field Conditions (Assume 4 site visits)

Mechanical, Electrical, Plumbing, Fire Protection (MEPFP):

1. Ventilate and heat the two story garage. No cooling
2. General strip lighting for the two story garage. No individual task lighting.
3. Power outlets along the walls and some power drops in the two story garage.
4. Floor drains on the lower level garage area and a sand and oil interceptor.
5. Two hose bibs inside the two story garage on each level
6. One hose bib outside on the wall of the lower level of the garage
7. We assume no work in the existing maintenance storage area
8. New HVAC for the multipurpose room.
9. New lighting and power for the multipurpose room
10. New sink for the multipurpose room.
11. Rough in for AV equipment in the multipurpose room.
12. New HVAC for the new office building
13. New lighting and power for the new office building
14. New water heater and plumbing for the new plumbing fixtures
15. Sub soil drain tile around the new basement
16. Ventilate and heat only the basement
17. New lighting and power for the basement
18. No plumbing in the basement
19. New gas piping to equipment in the building.
20. New gas meter. Gas piping to meter by utility company coordinated with civil.
21. New electrical service
22. Parking lot lighting and building included in our design fees.
23. Will provide power only for landscape lighting.
24. Will provide water and backflow for lawn irrigation.
25. New water service to 5' outside the building
26. New sanitary sewer to 5' outside the building
27. No internal roof drains.
28. Moving of the above ground fuel tank by others
29. We will show demolition of existing systems
30. No sanitary pumps to lift sanitary and waste to existing sewer. Will be considered an additional service.
31. Rough in for Data, Telephone and Security only. Systems by others. We show a wall box and conduit to ceiling with pull cord so others can install cable.
32. Design produced in AutoCAD and not Revit.
33. Review of shop drawings and RFI's

Assumptions/qualifications:

1. Fee does not include geotechnical analysis/services
2. Preparation of easements is not included in the fee. If required, easements can be provided at \$350 per easement plat.
3. Fee includes preparation of technical specifications only. Front end specifications are by others.
4. Fee does not include landscaping for BMP areas. All landscaping to be designed by others.
5. Fee includes design of one approved site layout. Revisions/Changes to this layout may result in additional design fee.

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated November 10, 2015.

Engineer's Standard Hourly Rates

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

B. Schedule of Hourly Rates: Attached.

Appendix 1, Standard Hourly Rates Schedule.

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<div> <div>HORNER</div>  <div>SHIFFRIN</div> </div>			
Billing Rates			
Labor Category	Rate	Labor Category	Rate
AP1 PROFESSIONAL 1	\$225	SP1 VP STRUCTURAL ENGR	\$200
AT1 CLERICAL 1	\$95	SP2 AVP STRUCTURAL ENGR	\$153
AT4 CLERICAL 3	\$64	SP3 SR PM STRUCTURAL ENGR	\$146
AT6 CLERICAL 6	\$42	SP5 SR PM STRUCTURAL ENGR	\$128
BP1 AVP BUILDING SERVICES	\$186	SP6 PM STRUCTURAL ENGR	\$108
BP3 SR PM BUILDING SERVICES	\$169	SP11 DESIGN ENGR STRUCTURAL ENGR	\$89
BP4 SR PM BUILDING SERVICES	\$145	SP13 ENGR STRUCTURAL ENGR	\$77
BP8 PM BUILDING SERVICES	\$120	ST1 PROF DESIGNER STRUCTURAL ENGR	\$89
BT1 PROF DESIGNER BUILDING SERVICES	\$116	ST4 CAD TECH STRUCTURAL ENGR	\$71
BT2 SR DESIGNER BUILDING SERVICES	\$86	SU2 PROFESSIONAL LAND SURVEYOR	\$105
BT3 DESIGNER BUILDING SERVICES	\$81	SU3 PROFESSIONAL LAND SURVEYOR	\$85
BT5 CAD TECH BUILDING SERVICES	\$68	SU4 SURVEY INSTRUMENT TECHNICIAN	\$75
CP1 DEPT MGR CONSTR ADMIN	\$111	TES2 ENV SCIENTIST TRANSPORTATION ENG	\$136
CP3 PROJ ENGR CONSTR ADMIN	\$85	TP1 VP TRANSPORTATION ENGR	\$200
CP4 CONSTRUCTION OBSERVER	\$77	TP2 AVP TRANSPORTATION ENGR	\$174
EP1 VP ENVIRONMENTAL ENGR	\$200	TP3 ENGR MGR TRANSPORTATION ENGR	\$167
EP2 AVP ENVIRONMENTAL ENGR	\$169	TP5 SR PM TRANSPORTATION ENGR	\$141
EP4 SR PM ENVIRONMENTAL ENGR	\$153	TP6 PM TRANSPORTATION ENGR	\$116
EP6 PM ENVIRONMENTAL ENGR	\$135	TP7 PM TRANSPORTATION ENGR	\$107
EP7 PM ENVIRONMENTAL ENGR	\$127	TP8 SR PE TRANSPORTATION ENGR	\$104
EP9 PE ENVIRONMENTAL ENGR	\$116	TP9 PE TRANSPORTATION ENGR	\$94
EP10 PE ENVIRONMENTAL ENGR	\$104	TP11 DESIGN ENGR TRANSPORTATION ENGR	\$84
EP11 DESIGN ENGR ENVIRONMENTAL ENGR	\$81	TP12 DESIGN ENGR TRANSPORTATION ENGR	\$78
EP12 DESIGN ENGR ENVIRONMENTAL ENGR	\$72	TP13 ENGR TRANSPORTATION ENGR	\$72
EP13 ENGINEER ENVIRONMENTAL ENGR	\$68	TP14 ENGR TRANSPORTATION ENGR	\$66
ET1 PROF DESIGNER ENVIRONMENTAL ENGR	\$95	TT1 PROF DESIGNER TRANSPORTATION ENG	\$108
ET3 DESIGNER ENVIRONMENTAL ENGR	\$71	TT2 SR DESIGNER TRANSPORTATION ENGR	\$79
ET4 CAD TECH ENVIRONMENTAL ENGR	\$58	TT3 DESIGNER TRANSPORTATION ENGR	\$66
ET5 CAD TECH ENVIRONMENTAL ENGR	\$55		
ET6 CAD TECH ENVIRONMENTAL ENGR	\$47		
GP1 ENGINEERING MANAGER	\$169		
GP2 ASST MGR - GENERAL STAFF	\$95		
GT4 COORDINATOR	\$58		
IP1 AVP - GIS/IT/SURVEY	\$174		
IP2 SENIOR GIS/IT PROFESSIONAL	\$96		
IT3 GIS ANALYST	\$70		
IT4 GIS ANALYST	\$65		
IT5 GIS/IT Technician	\$65		